



OLD TEMPLE BAR

from a drawing by H. K. Roake

## TEMPLE BAR IN THE GREAT FIRE

One can imagine with what relief of mind the crowds surging about the ancient Temple Bar—an old timber structure with steep red-tiled roof—saw on that fateful Wednesday in September, 1666, the Great Fire of London stayed in its westward course near Inner Temple Gate. The falling of the wind, which for four days had swept the fire-brand over the City, and the use of gunpowder in the Temple and by Fetter Lane, preserved Temple Bar unharmed on the Fire's edge.

In his Diary for September 6th, 1666, Samuel Pepys writes:—

"I took boat on the other side the bridge, and so to Westminster, thinking to shift myself, being all in dirt from top to bottom; but could not there find any place to buy a shirt or pair of gloves . . . but to the Swan, and there was trimmed . . . and so home. A sad sight to see how the river looks; no houses nor church near it, to the Temple, where it stopped."

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### Current Topics.

#### Law Lords and Politics.

WE EXPRESSED the opinion recently (*ante*, p. 132) that the position of a Law Lord is incompatible with active participation in matters of political controversy. This week the matter has been discussed at considerable length in the House of Lords—on Tuesday and Wednesday—and interesting comments have been made both by Law Lords and ex-Lord Chancellors as to the restriction or liberty which should be accorded to each class respectively. This is, perhaps the first time that the subject has received such treatment, and as we have only just received the Hansard report of Wednesday's debate, we are unable to discuss at present the various views presented. But it is interesting to note how the actual holders of the highest judicial office regard their position in this matter, and we hope to recur to the subject next week. We need hardly disclaim any want of respect to the particular Law Lord, the sincerity of whose political visions and attachments has raised the question.

#### The New Recorder of London.

THE APPOINTMENT of Sir ERNEST WILD, K.C., to be Recorder of London, follows the tradition of selecting for this office some eminent practitioner whose career has been specially devoted to the Criminal Bar. Although his courts have special privileges, the Recorder of London is a Recorder, like other Recorders; that is to say, he holds a municipal office, not an office of profit under the Crown, so that he is not disqualified from sitting in Parliament. Next to a High Court judgeship, however, the City Recordership is the best-paid and most important judicial office in England, and naturally is a coveted prize among practitioners at the Old Bailey. Sir ERNEST WILD, indeed, is rather a circuit practitioner than a member of the Bar especially associated with the Central Criminal Court; but otherwise his appointment is on the usual lines. Like his predecessors, Sir CHARLES HALL and Sir FORREST FULTON, Sir ERNEST WILD possesses political as well as professional claims; he is at present a Member of Parliament, and precedent does not require him to

resign his seat, but, presumably, he will follow the usual practice by not seeking re-election at the next General Election. Sir ERNEST WILD has always been highly esteemed for his genial manners by his fellow-members of the Bar, and the appointment should be highly popular.

### The Changes in the Law of Property Bill.

IN THE VERY useful Memorandum prefixed to the Law of Property Bill, showing the alterations made in the Bill of 1921, these alterations are summarised under six heads: (1) Improvements in machinery, including the introduction of legal mortgages by way of charge; (2) The removal of certain possible cases of hardship; (3) Additional powers with a view to shortening legal documents and saving application to the court; (4) Corrections or improvements in drafting; (5) The omission of the clause relating to facilities for acquiring minerals which could not be otherwise worked; and (6) The addition of a clause to remove an injustice frequently arising in the application of the Perpetuities Rule. The clause referred to under (5) was Clause 101 in last year's Bill, and from the remarks made by Lord DYNEVOR in the second reading debate in the House of Lords we gather that it has been withdrawn at the instance of the Land Union. In the Memorandum referred to above, it is said that the matter can be better dealt with by separate Bill on the lines of the third report of the Acquisition and Valuation of Land Committee (Acquisition for Public Purposes of Rights and Powers in connection with Mines and Minerals), so as to contain clauses agreed to on behalf of the mining owners, mining lessees, railway companies and other persons affected.

### An Official Form of Conditions of Sale.

THE ALTERATIONS referred to above under head (3), include a new sub-clause, introduced in clause 105 (Part III, Amendments of the Conveyancing Acts), though, apparently by an oversight, the marginal note of the effect of this clause remains unchanged. The new provision is as follows:—

(2) The Lord High Chancellor may from time to time prescribe and publish forms of contracts and conditions of sale of land, and the forms so prescribed and for the time being in force shall, subject to any stipulation, modification, or intention expressed to the contrary, apply to the cases in which the forms are made available; and may also prescribe and publish forms to which a testator may refer in his will, but unless so referred to, such forms shall not be deemed to be incorporated in a will.

The former part of this sub-clause is intended to carry a step further the useful work which has been done both in London and the country by the preparation of forms of Conditions of Sale for general use; in London, by the London and National Conditions of Sale, published by The Solicitors' Law Stationery Society, Limited; in the country, by the forms published by the different provincial Law Societies. These, in substance, are to a large extent, identical, and there are advantages in effecting the unification which will follow from the authorisation of a set of conditions by the Lord Chancellor. At the same time the clause is a somewhat dangerous innovation, and it places the work of unification in official hands when it should have been undertaken unofficially—by The Law Society for instance. And it will be a singular thing for the Lord Chancellor to have to determine whether statutory provisions are to be overridden; for example, with regard to the expense of the production of deeds in the custody of mortgagees, a point dealt with in favour of purchasers by many sets of conditions. Incidentally, the change would seem to threaten to deprive the Provincial Law Societies of a not unimportant source of revenue. We are not at all sure that it is a wise departure to make the Lord High Chancellor Lord High Draftsman as well.

### The Change in the Perpetuities Rule.

THE ADDITIONAL CLAUSE referred to under head (6) is clause 99, and it is interesting because the proposed change follows very closely a change made in some of the Overseas Dominions, to which we called attention two years ago. Very frequently, as

is well known, provision for children made in wills and settlements is void because the time for vesting is fixed at a later age than 21 years. In cases where the provision is made in the course of the settlement of the share of a daughter of the testator, no great harm is done. The original gift to the daughter stands on the principle of *Lassence v. Tierney* (1 Mac. & G. 551), and she will probably prefer to take it unsettled rather than settled. But in other cases the effect may be to divert the property from the family entirely, and one way of avoiding this result is to substitute by statute the age of 21 years for the age of vesting mentioned in the will or settlement. This is done in s. 11 of the Real Property Act, 1918, of Victoria, which we printed at p. 581 of 64 SOL. J., and it is the method adopted in Clause 99 of the present Bill. A comparison of the two provisions shows the resemblance to be so close as not to be accounted for on the footing of undesigned coincidence, and we may, perhaps, claim that our Antipodean researches are not always without profit. We should say that while the Victorian statute applies only to wills, Clause 99 is general and applies to wills, settlements and other documents.

### The Peers on Marital Coercion.

TUESDAY'S DISCUSSION on Lord ULLSWATER's question in the House of Lords was not a very illuminating performance. Lord ABERDEEN's reference to a Scots ancestor of his who had resigned the Scots Chancellorship in Puritan days, rather than carry out an Act of Parliament making husbands liable for their wives' non-attendance at Kirk, was perhaps the most interesting contribution to law or legal history which the debate produced. But one cannot help regretting Lord BUCKMASTER's *apologia* for the presumption of coercion, on the ground that marital coercion was a real danger to women in the lower ranks of life, and Lord BIRKENHEAD's endorsement of this argument. Surely neither of those learned law-lords can have any recent experience of our petty sessional courts, or they must have observed the extreme readiness of the modern wife to leave her husband for trivial differences, to summon him for not very grave assaults, and to ask for separation orders on grounds that the world of QUEEN VICTORIA would have regarded as amazingly slight. Separation orders indeed are granted by magistrates with almost reckless levity in too many cases, as was shown in evidence before the late Lord GORELL's famous Divorce Commission. The simple truth is that the modern wife has ample and ready legal protection against marital coercion if she chooses to avail herself of it, and nowadays she is not at all reluctant to do so. It seems regrettable that, instead of lending colour to outworn fallacies about the "lower orders," Lord BUCKMASTER did not devote his great gifts and reputation to an examination of the larger question, the numerous anomalous legal liabilities still imposed on husbands in the supposed interests of the wife, and assist the House in arriving at some practical policy for ending those anomalies.

### Rating and the Rent Restrictions Act.

THE House of Lords (Lords BUCKMASTER, ATKINSON, SUMNER and PARMOOR, Lord CARSON dissenting) has reversed the decision of the Court of Appeal (1922, 1 K.B. 25) in *Poplar Assessment Committee v. Roberts* (Times, 21st inst.), and has held that the Rent Restrictions Act is not to be taken into account in fixing the rateable value of premises. The Divisional Court (DARLING, AVORY and SALTER, JJ.) held that it should be taken into account. As is well known, the rateable value depends, under the Valuation (Metropolis) Act, 1869, s. 4, on the annual rent which the hypothetical tenant might reasonably be expected to pay. The Divisional Court considered that he could not be expected to pay anything more than the restricted rent allowed by the Rent Restrictions Act. Hence that Act had to be taken into account. The Court of Appeal differed, BANKES, L.J., considering that a hypothetical tenant might be quite willing to make an additional voluntary payment; but SCRUTTON and ATKIN, L.J.J., excluded this possibility, and the decision of the Divisional Court was affirmed. Now the House of Lords has set up what seems to be

a new criterion. The value is not what the hypothetical tenant would in fact pay, if he was the real tenant; that is, indeed, all that the landlord would get, but this is to look at the matter from the landlord's point of view. The question is what is the value to the occupier, and this, so the House of Lords has decided, is not dependent on the statutory restriction on rent. This seems to be a large departure from the wording of the Act of 1869. It is fairly obvious, as five judges below held, that the tenant cannot be reasonably expected to pay more than the landlord can demand. But the House of Lords has ruled to the contrary, and the hypothetical tenant can now rest in peace till he is next wanted.

### The Burden of Jury Service.

PROPOSALS ARE current for the alteration of our jury system by substituting the roll of electors for the special-jury lists at present prepared. There are two different schemes at present being widely advocated. One is to make the jury-roll identical with that of electors. The drawback to this is that married women would become the class of women chiefly serving on juries, and indeed, that women would predominate in numbers on those bodies. Since service on juries is a peculiar hardship to married women with homes to attend, this proposal is obviously undesirable, whatever opinions one may hold as to the wisdom of mixed juries in the abstract. The other proposal is that the list of electors should be treated as the basis of the jury list, the names of jurors being marked with an asterisk on the roll. This plan seems convenient and would certainly save expense. It would, indeed, require statutory modification of the law, but such statutory amendment is foreshadowed in the Jury Bill which the Government is at present preparing. The only objection to incorporating such a procedural modification in the clauses of a comprehensive jury reform measure is the danger of hasty amendment in Parliament by members not *au fait* with the question. An amendment, making the roll of electors and that of jurymen identical, might easily be carried in the present House of Commons which is apt to assert its independence on non-controversial matters; unfortunately, it usually selects some project it does not understand for the display of that independence.

### Law and Medical Secrecy.

THE IMMENSE practical importance of the subject must be our excuse for referring once more to a subject we have discussed already, namely, the problem of medical secrecy in the witness-box. Lord DAWSON OF PENN opened a discussion on the subject on Tuesday at the Medico-Legal Society, when Lord Justice ATKIN occupied the chair in his capacity of President, and many distinguished public men supported him in his view, which was that the suppression of disease is not possible unless some restriction is placed on the present powers of a court to compel medical witnesses to disclose professional secrets. As Lord DAWSON pointed out, people affected with contagious diseases, especially venereal disease, have a perfect horror at any idea of their condition becoming public knowledge, and simply will not attend for treatment in time to be cured, if they fear disclosure. The recent rulings of judges, upholding and enforcing the old rule that a medical witness cannot plead professional privilege, is having grave practical effects; it is debarring people in early and curable stages of the disease from seeking medical treatment. The public mischief which follows is deplorable. Lord DAWSON quite realized that evil doers might escape punishment, and the victims of such injury fail to secure remedies, such as divorce or judicial separation, if medical evidence was not available; but he contended that such results would seldom happen, and that this legal evil was greatly outweighed by the social and hygienic evils due to evasion of treatment by certain classes of sufferers. He drew attention to a new point, namely, the fact that law is administered by lawyers who naturally overestimate the evils of a failure of justice due to absence of testimony, and just as naturally underestimate the much greater evils of delay in medical treatment due to fear of social or legal exposure. He

felt that doctors as well as lawyers should be consulted by the Legislature with a view to fixing the nature and limits of the professional privileges which doctors are incessantly claiming, and therefore he advocated the preliminary meeting of a round-table conference between the two professions for the consideration of the matter. This is an eminently sane and practical proposal, and it is to be hoped that the Lord Chancellor or the Attorney-General will see his way to adopt it.

### Ejectment from a Week-end Cottage.

THE APPEAL of *Terrell v. Cruse and Hurley* (reported elsewhere) raised several interesting points of law, going to the roots of the principle behind the Rent Restriction Acts, which we cannot usefully discuss within the limits of a topic. But a minor practice point of much importance came up incidentally, namely the proper measure of damages for ejectment from a protected house when the landlord afterwards recovers possession from the tenant on one of the statutory grounds. Here, the owner of a week-end cottage in the country, let to two London ladies at £8 per annum, wanted the cottage for a gamekeeper in the employment of one of his tenants; owing to lack of accommodation the keeper was in fact compelled to live in a van. On the expiry of the tenancy, which was for a fixed term, the landlord retook it, in the absence of the ladies, and put a new lock on the door to prevent them returning. Three months later he obtained an order for possession under the statute; but the court held that his re-entry had been a trespass, that the ladies had been deprived of their statutory rights for three months, and were entitled to damages. The findings of fact were that there was no "high-handed outrage," and no actual damage done. The trial judge awarded £60 damages, a sum which the Court of Appeal reduced to £10. Neither the trial judge nor the Court of Appeal indicated the steps by which they arrived at the sums respectively fixed by them; but they were agreed in considering that more than nominal damages should be awarded. It was suggested in argument for the landlord that the true measure of damages was the difference between the agreed rental and the rental the ladies would have had to pay for a similar cottage—a possible solution.

### Repudiation of Contract by Liquidator.

A NOVEL ISSUE came before Mr. Justice ASTBURY in *British-American Continental Bank, Ltd. v. William Dorford & Sons, Ltd.* (Times, 22nd Feb.). The plaintiff bank agreed with a ship-builder to find an owner who would take delivery of and duly pay for two ships which the builder was constructing. The owner in question was to be "approved" by the shipbuilders, the defendants in the action. In 1918 the defendants in fact gave their approval to an "owner" put forward by the bank, but he never signed the documents necessary to complete. In 1920 the defendants, having received further information, withdrew their approval in such circumstances that the learned judge held them to have acted *bonâ fide* and reasonably. Thereupon fresh negotiations followed without effect; then the bank went into liquidation; and some time afterwards the liquidator for the bank repudiated the bank's agreement to find an "approved owner" on the ground that the defendants' failure to approve the one originally put forward amounted to an essential breach which entitled him to terminate the contract. The learned judge took the view that the refusal to approve one nominee did not justify an allegation of refusal to carry out the contract, and that the liquidator could not claim a higher position in this respect than the bank itself. He therefore found that the defendants were entitled to damages for the liquidator's repudiation.

### The Salaries of Judges in Medieval Times.

WE FEAR that the GEDDES AXE has knocked on the head the reasonable hopes, recently fostered by the Lord Chancellor's references to the subject, of obtaining for our High Court Judges some revision upwards of their remuneration so as to bring the

income of a judge into some sort of correspondence with the great dignity of the social position he is expected to maintain. Much difficulty, however, has always been experienced by our judges in getting their services duly rewarded. In the reign of Edward III, the salary of a High Court Justice was just twenty marks, i.e., £13 6s. 8d., which would be the modern equivalent of about £260, money being then of some twenty times its present purchasing power. Even this salary was not paid regularly, and the judges often had to wait years for payment of their arrears. In 1353, when the judges went on "Eyre" in Kent, their salaries were four years in arrear, and they had to get express permission from the Crown to retain, for their living expenses, a certain proportion of the "fines and amercements" levied by the Crown. Indeed, in those days, judges were so badly paid that pious corporations felt it their duty to make a grant or "dole," to a Sergeant-at-law upon his receiving a judicial appointment; otherwise he could not have accepted office. Thus the Knights Hospitallers, as a matter of course, granted a life interest, free of quit-rent, in an estate to the Chief Justice of the day; and other pious corporations adopted similar practices. The dangers of this sort of private charitable endowment of the judges are obvious, but not so bad as the still later practice of accepting presents from the suitors on both sides of an action, which led Lord BACON into such sad trouble. For much interesting information about the salaries and pensions of medieval judges, the legal world owes a debt of gratitude to Mr. BOLLAND's zealous study of the *Year Books*.

#### The Argumentum ad Feminam.

IN THESE DAYS when the lady juror is abroad in the land, it may not be out of place to quote a remark of Mr. Justice DARLING, which will be found in *Scintillae Juris*: "And yet, although a mastery of the various well-known arguments, as *ad baculum*, *ad hominem*, and the like, is a very serviceable accomplishment, I regret that no one has yet discovered an effective *argumentum ad feminam*, which perhaps would be of not less value, forensically considered, as any of the others" (6th edition, p. 90). Here, surely, is contained a hint for the editors of certain classical text-books, such as HARRIS on "Advocacy," or WROTTESELEY on "The Cross-Examination of Witnesses." The current editions of these books are based on the assumption that juries are composed of men and will continue to be so composed. They give the advocate much shrewd advice based on worldly wisdom as to the workings of the masculine mind. A chapter, and occasional hints here and there, as to the peculiar form of tact required in dealing with mixed juries, might not be out of place.

## Mortgages under the Law of Property Bill.

WE showed last year (65 SOL. J., 598), in discussing the proposed system of mortgaging freeholds by demise for a term, that this was a revival of a form of mortgage which had a certain vogue in former times, though it seems never to have become general. It was devised in order to avoid some of the difficulties attendant on freehold mortgages; in particular, the different devolution of the mortgage debt and the mortgaged premises on the death of the mortgagee intestate; but it had disadvantages of its own, and for practical purposes it has long been obsolete. In the case of leaseholds, it has, however, been extensively adopted for the special reason that it saves the mortgagee from the personal liability under the covenants in the lease which a mortgage by assignment involves; but even here the conveyancing machinery required for dealing with the nominal reversion is so technical and often troublesome, that it should not be adopted unless the liability is of a serious nature.

The proposed revival of the system is designed to secure that the owner of the land shall remain the legal owner notwithstanding that he has mortgaged it, and it follows from the new

restriction of legal estates to the fee simple and terms of years. If the owner is to remain such at law, he must retain the fee simple, and then, assuming that the mortgagee is to have an estate in the land, it is only a term of years that is available for him. Thus the mortgagor does not cease to be legal owner of the fee simple, and the mortgagee has full legal security in the possession of a term of 3,000 years. And this carries the further result that a second mortgagee, if he takes a formal mortgage, will not, as at present, be an equitable mortgagee only; he also will have a legal term—a day longer than the 3,000 years—and will be a legal mortgagee. Under this system all formal mortgages will be legal mortgages, and one of the ambiguities incident to the term "equitable mortgage" will disappear.

As is well known, securities upon land fall into three classes: legal mortgages, equitable mortgages, and charges; but equitable mortgages and charges are subject to further division. An equitable mortgage may be a formal mortgage; that is, a conveyance in fee simple subject to a prior legal mortgage, or a charge without any immediate conveyance, but with an agreement express or implied that a conveyance shall be made when demanded: e.g., in the case of a deposit of deeds, whether with or without an express agreement to execute a legal mortgage. The remedy under legal and equitable mortgages is foreclosure, and they are thus distinguished from mere charges which can only be enforced by sale, and which again are of various kinds: charges arising by contract; charges arising under wills and settlements; charges arising under statutes; and charges which arise by operation of law. Some of these charges—in particular those arising by operation of law—are known as liens. In "Fisher on Mortgages" the classification is confused by the attempt to substitute the term "hypothecation" for charge; but it has not been accepted in practice, and prevents a clear exposition of the subject.

In any systematic consideration of interests in land all these various forms of security require to be noticed, but the system of mortgages by demise with which we are now dealing contemplates only formal mortgages, though in dealing with existing mortgages it is necessary to provide for their being either legal or equitable. We print elsewhere Clause 9 of the Bill, which introduces the system, and the Second Schedule which works it out in detail. It will be seen that it provides first for the conversion of existing freehold mortgages and leasehold mortgages by assignment into mortgages by demise (ss. 1 and 2); secondly, for the creation in the future of all mortgages of freeholds and leaseholds by demise (ss. 3 and 4); and thirdly, for the realization of mortgages of freeholds and leaseholds (ss. 5 and 6). Sections 7, 8 and 9 we leave for the present.

The case of an existing legal mortgage in fee simple is easy. It becomes at once a mortgage for a term of 3,000 years subject to cesser on payment off, and the fee simple vests in the mortgagor. The case of a second mortgage in fee simple is also easy. It becomes at once a mortgage for a term of 3,000 years and one day. On the other hand, a sub-mortgagee from the first mortgagee takes a term for 3,000 years less one day. But in s. 1, s.s. (2), this rule is applied to a second mortgagee *whether legal or equitable*, and in either case he is to have a term one day longer than the 3,000 years in the first mortgagee. If the first mortgage is legal, then the second mortgage is equitable, and there is no difficulty; but if the second mortgage is legal, then the first mortgagee is an equitable mortgagee, who presumably has no fee simple, and whose mortgage is not turned into a 3,000 years mortgage, so that there is no criterion for the length of the second mortgagee's term. It seems to us that this requires explanation. The words "Whether legal or equitable" have been added in the present form of the Bill, and hence the draftsman must have considered them suitable to the system. Apparently, however, the system does not work unless there are a succession of formal mortgages; that is, mortgages by conveyance of the fee.

The provision for cesser of the term on repayment is an easy way of avoiding the necessity for reconveyance. In the amendments of the Conveyancing Acts (Part III) there is a provision

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(Clause 84) for reconveyance by indorsed receipt under seal; but this seems to be unnecessary if the new system is to be operative. The modes of mortgaging freeholds and leaseholds in future follow the same plan as that for converting existing mortgages, and we need not state them. On realization, whether of freehold or leasehold mortgages, the estate of the mortgagor has to be vested in the purchaser, and this is provided by ss. 5 and 6. In a mortgage of freeholds, a sale by the term mortgagee operates to vest the fee simple in the purchaser, or the mortgagee may convey it in the name of the mortgagor; and in a mortgage of leaseholds the nominal reversion is similarly vested or conveyed. This gets rid of all the machinery of trusts and powers of attorney in respect of nominal reversions.

It will be seen that the scheme for creating all mortgages by demise has been very carefully and minutely worked out. At the same time it is extremely artificial, and like Part I of the Bill generally and the Schedules depending upon it, it is essentially a conveyancers' scheme. No member of the public can be expected to understand it. Moreover, there is always the danger with technical and elaborate schemes that something has been overlooked, and against this the draftsman cannot with confidence provide. Existing machinery for mortgages may be, to some extent, complicated—in regard to mortgages of leasehold by demise it certainly is; but it has been devised gradually in the course of actual practice, and it is familiar to lawyers, and we should say, easier for a layman to understand than the proposed system. The proposed system is a triumph of ingenuity and draftsmanship, but it is not simple. Of course, the same remark applies to the Bill as a whole. In the hands of lawyers it may, subject to unforeseen omissions, be an instrument of great efficiency, but it is not a thing that he who runs may read.

But there was no need to introduce the system of term mortgages at all. The natural form of a mortgage is, as the framers of the Land Transfer Acts recognized, a charge, and the only objection ever brought, we believe, against this, is that it does not give the mortgagee all the remedies he requires; in particular, the right to possession. But this can be remedied by giving such right by statute. Accordingly last year (65 SOL. J. p. 600), we suggested that it would be preferable, rather than introduce so artificial a scheme as mortgages for long terms, to give mortgagees "a charge on the land with all such rights of possession and sale incident to the charge as are necessary for the maintenance and realization of the security." The idea, of course, was not original, and we do not suppose that this was the source of the alteration which has been made in the Bill; but it is adopted as an alternative method, and it is proposed that a mortgage may be made by a charge by deed expressed to be by way of legal mortgage, in which case the mortgagee will have the full protection, powers and remedies which a legal mortgage would confer. This is a welcome change, and shows a distinct advance towards simplicity. But it should have replaced the scheme of mortgage by demise and not been introduced as alternative. In not adopting this course the promoters of the Bill have missed a great opportunity.

## Negligence by "Tacit Invitation."

In everyday practice at the Common Law Bar, perhaps the most frequent class of case is an action for damages in tort based on the alleged negligence of the defendant. Probably solicitors are called upon to advise in such cases more often than in the case of any other tort, not excepting even trespass and nuisance. The reports are full of carefully recorded decisions. One might hope, then, that most of the outstanding difficulties of this class of action had been removed, and that the principles of law which apply were now clear. But how far this is from being really so is illustrated by such cases as the recent decision in *Mercer v. South Eastern and Chatham Railway Company's Managing Committee* (38 T.L.R. 437). The well-known doctrine of "invitation" certainly received a striking application by Mr. Justice LUSH in his decision.

A railway company, at a level crossing near a station, had two gates. One was a main gate for the use of vehicular traffic; the other was a wicket gate for pedestrians. It was customary for the company's servants to keep both gates closed when trains were approaching, and to open them when the trains had passed, to enable the public to cross the line. The wicket gate was closed by a bolt operated by a signalman in a neighbouring signal box. A pedestrian, who was waiting until a down train had passed the level crossing, and whose local experience made him acquainted with the customary procedure of the signalman, saw the wicket gate unlocked, and immediately walked across the line. He was knocked down, not by the down train which had just passed, but by an up-train whose approach he had not seen because it was concealed from him by the down-train. Under these circumstances, the question arose whether there was any negligence on the part of the company's servants for which they could be held liable in damages. The learned judge held that the unlocking of the wicket gate was an "invitation" to the pedestrian to cross the line; that such "invitation" implied that he could cross in perfect safety unless and until both gates were closed once more; and that, therefore, the company was liable for damage resulting to him on the well-known principle of *Indermaur v. Dames* (L.R. 2 C.P. 311), namely, that an occupier of premises who "invites" a person to use them must either remove all dangers which may injure him or must warn him of their existence.

Now, as Mr. Justice LUSH pointed out, the case was undoubtedly one of great importance to railway companies. It is also a class of case, namely, accidents at level crossings, on which much authority is in existence (e.g., *Davey v. London & S.W. Ry. Co.*, 12 Q.B.D. 70; *Smith v. S.E. Ry. Co.*, 12 T.L.R. 67; *Stubley v. London & N.W. Ry. Co.*, L.R. 1 Ex. 13). Yet the point was undeniably difficult, and the learned judge admitted that he found the greatest difficulty in deciding it. Of course, the company is clearly an occupier of premises and has all the liabilities of such an occupier, as settled in *Indermaur v. Dames* (*supra*). Of course, too, the pedestrian was a person lawfully using the level crossing, not a trespasser. But it is not so easy to say whether he is an "invitee," i.e., a person actually invited to cross by the occupier, or merely a "licensee," namely, a person permitted to do so. In the former case, the occupier's liabilities are higher than in the latter case. For an "invitee" must be given reasonable protection against all perils; whereas a "licensee" need only be warned of "concealed traps," or danger in the nature of a trap.

Now Mr. Justice LUSH in his judgment not only expressly applied the principle enunciated by WILLES, J., in *Indermaur v. Dames* (*supra*), but took a very ingenious course calculated to assist practitioners puzzled in advising on such cases. He selected the passage of Mr. Justice WILLES' judgment which lays down the rule, and, having quoted it, adapted the wording to the actual facts in the case he was deciding by altering the words relating to the facts while retaining those setting out the principle. Here are the two passages: "And with respect to such a visitor at least" [namely, a visitor to a shop] "we consider it settled law that he, using reasonable care on his part for his own safety, is entitled to expect that the occupier shall on his part use reasonable care to prevent damage from unusual danger, which he knows or ought to know; and that, where there is evidence of neglect, the question whether such reasonable care has been taken, by notice, lighting, guarding, or otherwise, and whether there was contributory negligence in the sufferer, must be determined by a jury as a matter of fact" (L.R. 1 C.P., at p. 288; affirmed in the Court of Appeal, L.R. 2 C.P. 361).

Now this passage is applied to the facts of the present case by the learned judge in the following paraphrased form: "If the danger was so obvious that, even though the plaintiff was thrown off his guard by reason of the gate being unlocked, he ought to have known of it and would have known of it, if he had used reasonable care, he cannot recover. If, on the other hand, it was not so obvious, if the plaintiff can properly be said to have got in front of the up-train without seeing that it was there because he was thrown off his guard by what the company's servants did,

and he got in front of it whilst still using what was, under the circumstances, ordinary and reasonable care, he can recover."

Before applying the rule in *Indermaur v. Dames* to the facts, however, it is first necessary to show that the injured pedestrian was here an "invitee," and not a "licensee." The learned judge felt this difficulty. A passenger, of course, is an "invitee," for the undertaker starts his railway in order to carry him. But a mere pedestrian crossing the line is not one of the people for whom the undertaker caters, and he receives no consideration, express or implied, from him. The burden of providing level crossings for such pedestrians and other traffic, of course, is one of the burdens imposed on the undertaker by Parliament when he gets his powers; he must carry all highways either across or over or under his line. Now a person using a right-of-way, or other easement, public or private, is certainly not an "invitee" of the burdened owner; he is a bare "licensee." Nor can one plausibly say that any consideration moving from the pedestrian, sufficient to change his licence into an invitation, can be inferred from the mere fact that the public at large surrendered their rights in return for the provision of a level crossing, when the railway was built. How can an invitation to use the crossing be inferred from the facts? I do not invite the tax-collector to gather in my taxes, nor the public to use rights of way over my land, which I cannot close. Indeed, the easement is based on the fact or fiction that they have used the way uninvited, against my will, and without giving any consideration for it.

Here Mr. Justice LUSH applied with great ingenuity two allied doctrines, that of an "implied request to do an act" and that of a "representation of safety." The custom of keeping both gates closed until the line was clear, followed by the opening of one of them, amounted to an implied representation, to anyone acquainted with the level crossing, that the line was clear. The opening of a gate, too, amounted to an implied request, i.e., an invitation to the pedestrian to cross it. There is a "tacit" invitation to be inferred from the invariable practice of the company. This seems a strange doctrine; one would rather have supposed that the company opened the gates, as a matter of course, on the passing of the train, because it was its duty not to obstruct the highway; hence the "opening" cannot amount to an invitation to anyone. But the contrary view has been fully established in the lines of cases already quoted, and Mr. Justice LUSH was merely applying a settled rule to special facts. The moral of all such cases is that our law of negligence is rapidly becoming a highly artificial and technical branch of law which is losing all reference to reality and to the practical facts of everyday life.

## Res Judicatæ.

### Bequests of Stock.

(*Re Willcocks: Warwick v. Willcocks*, 1921; 2 Ch. 327.)

A legacy of stock is, it is said, *primi facie* a general legacy, and it makes no difference that at the date of the will the testator had the precise amount of stock (*Jarman on Wills*, 6th Ed., 1076). Yet to the ordinary mind it might seem that if a testator gives £452 5s. 2d. Consols, and that is the precise amount of Consols that he then possesses, he intends to give the actual stock and nothing else, so that the legacy is specific. Presumably *Portesue*, Master of the Rolls in 1743, had an ordinary mind, for in *Jeffreys v. Jeffreys* (3 Atk. 120) he took this view. The testator, he held, meant to give the very individual stock which he possessed, and which he had described. But the doctrine appears not to be so clear to the modern legal mind, probably because it makes the legacy liable to ademption if the stock is sold, and in *Robinson v. Addison* (2 Beav. 515), where a testator gave, among different legacies, the exact number of certain canal shares, Lord Langdale, M.R., held that the legacies were general, though if the testator had specifically described them as "my" shares, then he would have identified the particular shares, and the legacies would have been specific; and see *Jarman*, p. 1077. It seems that *Jeffreys v. Jeffreys* was not cited, but both cases have been considered by P. O. Lawrence, J., in *Re Willcocks* (*supra*), where stocks of specific amounts—£948 3s. 11d. Queensland, etc.—were given, and the learned judge declined to follow

*Jeffreys v. Jeffreys*, and held that the legacies were general. This appears to be in accordance with the opinion of text-writers, and in *Roper on Legacies* (4th Ed., p. 212) it was suggested that *Jeffreys v. Jeffreys* was no authority, because it omitted to notice that, to make the legacy specific, there must be words actually identifying the stock given with the stock the testator had. But the distinction appears to be very fine.

## The Sale of Unsevered Trade Fixtures.

(*Underwood, Ltd. v. Burgh Castle Brick and Cement Syndicate*, 1922, 1 K.B. 123.)

The English Common Law is full of surprises. One of these is the way in which points, which seem matters of daily occurrence, turn up and are found never yet to have been decided, at least in any reported case. An interesting example is afforded by *Underwood, Ltd. v. Burgh Castle Brick and Cement Syndicate* (*supra*). The plaintiffs had agreed to sell to the defendants a condensing engine which was to be delivered "free on rail," a similar contract to the better-known "f.o.b." At the time of the agreement, to the knowledge of both parties, the engine was a trade fixture on the plaintiffs' leasehold premises. The vendors detached it from the premises and put it on board the train, but in so doing its bedplate was broken; in consequence the purchasers refused to accept delivery. The question which at once arises is whether the vendors, in loading the truck, were acting as owners of the engine, still retaining the property therein, or as mere agents of the purchasers, to whom the property had passed at the time of the contract. In the former case the property would be at the vendors' risk when the injury took place; in the latter case, it would be at the purchasers' risk. In the absence of negligence in loading on the part of the vendors, the risk of the accident would be taken by them in the former case, but by the purchasers in the latter. It is, therefore, essential to see whether the sale of a trade-fixture, being the sale of a specific "chattel," is completed at the date of the contract, or is not completed until the chattel has been severed from the premises and delivered—in other words, whether the contract is one of "goods bargained and sold," or of "goods sold and delivered."

The relevant law on the point would seem to be this. At Common Law, fixtures—even although removable by the tenant during the tenancy—are part of the freehold and cannot be disposed of as chattels until severed (*Lee v. Gaskell*, 1876, 1 Q.B.D. 700). A contract to sell them is a contract:—(1) to sever them from the freehold, and then (2) to transfer the property to the buyer. That being so, a contract of sale of trade fixtures is not the sale of a specific chattel, but an agreement to convert the fixtures into chattels and then sell them in a deliverable state. This brings into operation the Sale of Goods Act, 1893, s. 18, which contains the rules for ascertaining whether goods sold pass at the date of the contract or at a later date. If the contract is (1) an "unconditional" contract, for (2) the sale of "specific ascertained chattels," which are (3) in a "deliverable state" at the date of the agreement, then rule (1) operates and transfers the property to the buyer forthwith in the absence of a contrary intention. But if the contract is for the sale of goods which require "something to be done" to put them "in a deliverable state," then rule (2) operates and postpones the transfer of the property in the goods until that something has been done. Here the necessity of severing the trade fixtures before delivery evidently implies that they are not in a deliverable state until this has been done; so rule (2) is the governing principle. Mr. Justice Rowlatt took this view and found that neither the property in the engine nor the risk of inevitable accident had passed to the purchaser on sale; they would pass only on delivery on board the train. Hence the vendors must bear the loss due to intervening accident not the result of anyone's negligence.

## Reviews.

### Company Law.

THE COMPANIES ACTS, 1908 TO 1917. With Explanatory Notes and References to Decided Cases. By D. G. HENMANT. Seventh Edition. Jordan & Son, Ltd. 10s. net.

Mr. Hemmant's book gives the text of the Companies (Consolidation) Act, with notes, in a very useful form. The notes are not so full as to interfere with reference to the text, but they are full enough to guide the reader to the most important cases, and these have been duly brought up to date. Thus, under s. 103, which saves perpetual duration from objection on the ground of perpetuity, a reference is inserted to *Re Cuban Land & Development Co.* (1911), Ltd. (1921, 2 Ch. 147), which is the latest decision on the "clog on the equity." Since the last edition there have been no statutory changes, but the new Winding-up Rules and Board of Trade Regulations have been added.

## Digest.

**NEWS' DIGEST OF ENGLISH CASE LAW TO 1920.** 18 Vols. Annual Supplement containing all the Reported Decisions of the Superior Courts, including a Selection from the Scottish and Irish. With a Table of Statutes Judicially Considered, and a Collection of Cases followed, Distinguished, Explained, Commented on, Over-ruled or Questioned in 1921. By AUBREY J. SPENCER, Barrister-at-Law. Sweet & Maxwell, Ltd.; Stevens & Sons, Ltd.

It is sufficient to note the appearance of this welcome annual. To the practitioner, who is always liable to suffer disaster if he happens to miss a recent decision, it is a matter of necessity to be abreast with the output of the courts, and since he cannot carry his weekly or monthly reading in his head—if he has time to read—he must have the assistance of a Digest. "News" gives him this assistance in very convenient and complete form.

## Books of the Week.

**Bankruptcy.**—Gibson & Weldon's Students' Bankruptcy, intended as an Explanatory Treatise on the Law and Practice of Bankruptcy, prepared specially for the use of Students. Eighth edition. By ARTHUR WELDON, H. GIBSON RIVINGTON, M.A. Oxon, and A. CLIFFORD FOUNTAINE. The "Law Notes" Publishing Offices.

**Workmen's Compensation.**—Butterworth's Workmen's Compensation Cases, Vol. 14 (new series). Being a continuation of "Minton-Senhouse's Workmen's Compensation Cases," containing reports of every case heard in the House of Lords and Court of Appeal, England, and Selected Cases heard in the Irish Court of Appeal and Scottish Court of Session, decided under the Workmen's Compensation Acts during the period January, 1921, to 1st December, 1921. Edited by His Honour Judge RUEGG, K.C., and EDGAR DALE, Barrister-at-Law, and assisted by W. R. HOWARD, Barrister-at-Law. Butterworth & Co. 18s. 6d. net; postage 9d.

**Ars Vivendi (The Art of Living).** ARTHUR LOVELL. Seventh edition. 7s. 6d. net.

## CASES OF THE WEEK.

## House of Lords.

**GREAT WESTERN RAILWAY CO. v. BATER.** 13th March.

**REVENUE—INCOME TAX—OFFICE OR EMPLOYMENT OF PROFIT—CLERK IN EMPLOYMENT OF RAILWAY COMPANY—LIABILITY OF RAILWAY COMPANY TO ASSESSMENT.**

*A clerk on the permanent staff of a railway company is not the holder of an office or employment of profit of a public nature within Schedule E, and therefore the company is not liable to be assessed to income tax in respect of such office or employment.*

*Decision of Court of Appeal (1921, 2 K.B. 266) reversed.*

The question in this case was whether the appellant company were rightly assessed to income tax under Schedule E in respect of a clerk's salary, or whether the assessment should have been made under Schedule D on the clerk himself. The company were assessed under Schedule E in the sum of £175 for the year ending 5th April, 1918, in respect of the employment of W. H. Hall by the company. The clerk was on the permanent staff of the company, and had been in their employ for over twenty years, and was in receipt of £130 a year, plus a war bonus of £45. Clerks in the employment of the company received annual increments of salary up to £100 a year, subsequent advances being dependent on merit and the nature of the post occupied. The salary was paid monthly, but an interim payment on account was made at the expiration of every fourteen days. The employment could be terminated by either party upon a month's notice. The clerk in question was a member of the company's superannuation scheme, and on attaining the age of sixty would be entitled, if still in the service, to a pension. The company appealed against the assessment on the ground that the clerk did not hold a "public office or employment of profit." The Commissioners confirmed the assessment, and their decision was now upheld by Rowlatt, J., and the Court of Appeal. The company now appealed to the House.

Lord BUCKMASTER said there was no dispute that the company was liable to be directly assessed in respect of certain payments made by them to their employees, and the question was whether they were liable in respect of Hall's employment. It was said they were not because the word "public" governed all the offices and employments, and the occupation of Hall could not be regarded as public, and that consequently he was liable to be assessed under Schedule D, and the company was free from assessment under Schedule E. The statute of 1860 had expressly declared that a railway company was to be directly assessed in respect of all employments of profit, and therefore all employments were liable or a certain number were which had to be designated as "public." He was unable to accept the latter interpretation because he could not see how any one office was more public than another. It was then pointed out that as long ago as the decision in *Attorney-General v. Lancashire and Yorkshire Railway*

(2 H. & C. 792) engine drivers, porters and labourers were held to be outside the statute. It became therefore necessary to see whether there was anything to distinguish the employment of Hall from that of, for example, the engine driver. It certainly could not be found in the amount of his salary, and yet there were distinctions between the two services. It might be difficult to draw a distinction between salary and wages, but wages did imply a daily or weekly payment, and not, as in the case of Hall, a fixed annual sum and only paid at frequent intervals for purposes of convenience. Again, though Hall could be dismissed at a month's notice, yet the circumstances pointed to a view accepted by both parties that it would continue. Whether he held the "office" of a clerk he hesitated to say, but he was definitely in the employment of the company on terms other than that of a weekly wage, and those were the distinctions that justified the contention that the company was liable to be assessed directly and not Hall. He did not pretend that his opinion rested on any firm logical, and the embarrassment he felt was increased by the knowledge that his views were not shared by other members of the House, but this was not surprising. It was not easy to penetrate the tangled confusion of those Acts, and though they had entered the labyrinth together they had unfortunately found exit by different paths.

Lord ATKINSON was of the contrary opinion. He did not agree that the question in dispute was merely a question of fact. One had first to construe these puzzling enactments and then to determine whether this case fell within them. With reference to rule 3 of Schedule E, the rule opened with the words "The said duties shall be paid on all public offices and employments of profit of the description hereinafter mentioned within Great Britain." All that followed was, in his view, an enumeration of the several things which were of the class mentioned, namely, public offices and public employments of profit or employments of profit of a public nature. The last two lines of the rule showed that that must be so. Then were found the significant words "and every other public office or employment of profit of a public nature." The offices referred to in the rule must therefore be public offices, and the employments of profit must be either public employments of profit or employments of profit of a public nature. Railways were not named in the subject to which rule 3 applied. Section 6 of the Act of 1860 was designed, he thought, to remedy that omission. It provided that the Commissioners should assess the duties under Schedule E in respect of all offices and employments of profit held under any railway company. But the only duties on offices or employments of profit under Schedule E were those assessed on public offices or employments of profit which were either public or of a public nature, and the effect of s. 6 was merely to write into rule 3 the words "railway company." He was unable to come to the conclusion that Hall held a public office or an office of a public nature, or exercised a public employment of profit or an employment of profit of a public nature. No doubt he was paid an annual salary, not a weekly wage, but that though important was not at all crucial. He was of opinion, therefore, that the appellant company had not been rightly assessed under Schedule E, that the decision appealed from was erroneous, and that the appeal should be allowed with costs.

Lord SUMNER, Lord WRENBY and Lord CARSON also thought that the appeal should be allowed.—COUNSEL: *Disturnal*, K.C., and Geoffrey Lawrence; *Attorney-General* (Sir Gordon Hewart, K.C.), *Solicitor-General* (Sir E. Pollock, K.C.), and *Reginald Hills*. SOLICITORS: A. G. Hubbard; *Solicitor of Inland Revenue*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

## Court of Appeal.

**CRUISE v. TERRELL.** No. 1. 15th February.

**EMERGENCY LEGISLATION—LANDLORD AND TENANT—TENANCY FOR FIXED TERM—INTERMITTENT OCCUPATION—RECOVERY OF POSSESSION—RIGHT OF RE-ENTRY—TRESPASS BY LANDLORD—INCREASE OF RENT AND MORTGAGE INTEREST (RESTRICTIONS) ACT, 1920, ss. 5 (1) (d), 8 (3), 12 (2), 15.**

*A tenancy for a fixed term, determinable without notice by effluxion of time, is within the Increase of Rent &c. (Restrictions) Act, 1920. A tenant who holds on after the determination of the term becomes a statutory tenant, and the landlord is not entitled to exercise his common law right of re-entry, although the circumstances are such that the court would and does, on his application, make an order for possession. If he does re-enter, he is liable in damages for trespass, but unless there are aggravating circumstances, the damages must be limited to the actual damages proved.*

Appeal by the defendant from a decision of Darling, J. The plaintiffs were two ladies whose permanent residence was in London, and the defendant a barrister and owner of an estate at Ashmansworth, Berks. By an agreement made orally in February, 1919, the defendant agreed to let a cottage upon the estate to the plaintiffs at a yearly rent of £8, payable in advance. The rent was paid, and in the following year a further £8 was paid for the year ended 25th March, 1921. The plaintiffs only occupied the cottage during holidays and at occasional week-ends. On 1st April last, the plaintiffs tendered another year's rent, but this was refused, and on 7th April the defendant sent to the cottage the local blacksmith, who broke into the premises and put a new lock on the door. The defendant also threatened to remove the furniture. An injunction was obtained from the judge in chambers restraining the defendant from doing that. The defence raised the point that the tenancy was for a year certain in each case, and that when

the defendant declined to renew the tenancy the plaintiffs became trespassers. In the early part of 1921, the defendant's wife wrote to the plaintiffs that owing to increased rates and the cost of repairs the rent would have to be doubled. The defendant also wrote to them that they did not belong to the village and only took the cottage for amusement, and that though he might be willing to let the place to a villager on terms which might mean a loss, he was not prepared to do that in the case of "week-enders." The plaintiffs only required the place as an occasional residence, whereas the defendant said that he wanted it for a gamekeeper who was in the whole-time occupation of a tenant to whom he had let sporting rights. Darling, J., held that the plaintiffs were statutory tenants under the Rent Restriction Act, 1920, and were therefore not trespassers on 7th April, when they were turned out. The plaintiffs, though they used the cottage as a pleasure house, had made out their case, and there would be judgment for them on their claim. On the counter-claim for possession, while there was no adequate alternative accommodation for the plaintiffs, yet it would be a greater hardship to refuse defendant possession of the cottage than to grant it. The defendant was acting in good faith when he let the shooting to a sporting tenant, Mr. Turner, and promised him the cottage for a gamekeeper, in his whole-time occupation. But he had no right to treat the plaintiffs as trespassers, and he (his lordship) awarded them £60 damages, with costs. On the counter-claim he made an order with costs for immediate possession, on an undertaking by the defendant that the plaintiffs were to have a month in which to remove their goods.

The defendant appealed, but there was no cross-appeal in the counter-claim.

LORD STERNDALE, M.R., having stated the facts and the decision of the learned judge below, said that the defendant took three points in argument. The first was that the Act did not apply to a tenancy for a term certain. He could not understand that argument, and it was contradicted by expressions which occurred in various parts of the Act. The next point was that assuming that the Act did apply, still it did not prevent the landlord from exercising his common law right of re-entry. The third point was, however, decided against the appellant by the case of *Remon v. City of London Real Property Company* (1921, 1 K.B. 49). It was true the point was there dealt with by *dicta*, but those *dicta* must be affirmed. It was said, however, that there could be no damages given in the present case, for the reason that an order for immediate possession had been made. Looking at the case apart from the Act, a landlord might re-enter, and he did so at his own peril. If he was wrong, he paid damages to the tenant; if he was right, he succeeded. If in litigation it was shown that the tenancy was at an end when he made his entry, he would be justified. These ladies, however, were shown to be statutory tenants when the landlord made his entry, and that statutory tenancy continued until by an order of the court the landlord was again given possession. That left only the question of damages. The learned judge had awarded £60 damages, and he had also found that the landlord did no actual damage to the house or furniture, and "there was no high-handed outrage perpetrated—not in the least." It was regrettable that he gave no reason to show how he arrived at such a sum. He (his lordship) could not see how the £60 was justified; there were no circumstances of aggravation, and the only damage suffered was that the plaintiffs had been deprived of the use of the cottage for three or four months, a matter of only £3 or £4. They adduced no evidence of any special damage to which they might have been put in finding other cottage accommodation. In the absence of any explanation from the learned judge as to the amount of the damages, they could not be justified, and the court would be treating the ladies very liberally in awarding them £10; *Whitham v. Kershaw* (16 Q.B.D. 613). The judgment would be varied by reducing the damages to £10, but as the defendant had failed on the legal points raised there would be no costs of the appeal.

WARRINGTON, L.J. and SCRUTTON, L.J., delivered judgment to the same effect, the former referring to ss. 8 (3), 12 (2) and 15 of the Act of 1920, as showing that it included tenancies for fixed as well as continuing terms, and the latter referring to *Whitham v. Kershaw* (16 Q.B.D. 613, 618) on the question of damages.—COUNSEL: J. H. Menzies; J. B. Melville. SOLICITORS: R. H. Behrend & Co.; W. E. Craigen.

(Reported by H. LANGFORD LEWIS, Barrister-at-Law.)

#### WALLWORK v. FIELDING. No. 1. 7th and 8th March.

LOCAL GOVERNMENT—POLICE—WATCH COMMITTEE—SUSPENSION OF CONSTABLE—REGULATIONS FOR DISCIPLINE OF POLICE FORCE—IMPLIED REPEAL OF STATUTE BY LATER ACT—MUNICIPAL CORPORATIONS ACT, 1882 (45 & 46 Vict., c. 50), s. 191 (4)—POLICE ACT, 1919 (9 & 10 Geo. 5., c. 46), s. 4—STATUTORY RULES AND ORDERS, 1920, No. 1484.

A police constable was suspended by the watch committee of his borough, under the provisions of s. 191 (4) of the Municipal Corporations Act, 1882. He brought an action against the committee, contending that the statutory regulations for the discipline and governance of the police, made under s. 4 of the Police Act, 1919, had impliedly repealed s. 191 (4), and that the committee could only take action against him under the provisions of those regulations. He also claimed that in any event he was entitled to his pay during the period of suspension.

Held, that s. 191 (4) was not repealed by the Act of 1919 or the regulations made in pursuance of it. An Act did not impliedly repeal an earlier statute upon the same subject matter unless the wording of one was inconsistent with or repugnant to the latter: *Flannagan v. Shaw* (64 Sol. J. 51; 1920, 3 K.B. 96).

Held, further, that the right to receive pay ceased with the suspension.

Appeal by the plaintiff from a decision of the Divisional Court (Horridge and Shearman, J.J.) reversing a judgment given in his favour by the Judge of Blackpool County Court. The appellant was a sergeant in the Blackpool police force, and, in consequence of a letter which he had written to the Home Secretary, the authorities of that force ordered him to parade as a third class constable. He abstained from doing so, and, on account of his not parading, the watch committee of the borough, acting under the provisions of s. 191 (4) of the Municipal Corporations Act, 1882, suspended him from service as from 17th December, 1920. Section 191 (4) is as follows: "The watch committee, or any two justices having jurisdiction in the borough, may at any time suspend, and the watch committee may at any time dismiss, any borough constable whom they think negligent in the discharge of his duty, or otherwise unfit for the same." The appellant brought an action against the watch committee, for a declaration that they were not entitled to suspend him. He contended that s. 191 (4) had been impliedly repealed by the Statutory Regulations for the discipline and governance of the police force made in pursuance of the Police Act, 1919, s. 4. Those regulations dated 20th August, 1920, contained (Nos. 12 to 26) provisions for offences against discipline, under which the member of the force accused of such an offence was to receive a notice of the charge in writing, was to appear before the chief officer of police, and was to have an appeal to the watch committee. The regulations provided for different punishments, but they did not provide in any way for, nor even mention, a case of a member being suspended. The appellant further claimed that suspension, even if justified, did not entitle the respondents to discontinue his pay.

The Court dismissed the appeal.

LORD STERNDALE, M.R., said that s. 191 (4) of the Act of 1882 was evidently worded as it was with the view that in many cases of suspected misconduct it might be necessary to act immediately, and, therefore, while the watch committee only could dismiss, a power of suspension was also given to two justices. The Police Act, 1919, by s. 4, gave power to the Secretary of State to make regulations for the governing of the force, and those regulations were made, and provided for the method of procedure in the case of charges of misconduct against the police. They came to this, that when a charge was made against a constable for what was called an "offence against discipline," he was to have written intimation of the charge; then he was to have an opportunity of being heard before the chief police officer, who was to adjudicate; then he was to have a right of appeal to the watch committee. All that would undoubtedly take time, and it was not surprising that that procedure was inapplicable to cases of suspension, a matter in which a decision might have to be taken at once. The regulations, in fact, said nothing at all about suspension. It was said that the intention of the Police Act, 1919, was that the police should be governed entirely by these regulations, but he (Lord Sterndale) thought that was not so, because not only must there in the regulations be a written charge giving an accurate description of the alleged offence (and it might well be necessary in an urgent case to suspend a man without waiting for a written charge), but the regulations referred to dealt exclusively with offences against discipline. There did not seem to be anything in the regulations inconsistent with the power of suspension given by the Act of 1882, and the case of *Flannagan v. Shaw* (*supra*) emphasized the proposition that an Act did not impliedly repeal an earlier Act upon the same subject matter unless there was a clear expression of the intention so to do, or unless the provisions of the two Acts were mutually contradictory. In regard to the second point, if there were a valid power to suspend the contract of service, there would be a power to suspend the operation of all the terms of the contract including the obligation to pay.

LORD JUSTICE WARRINGTON delivered judgment to the same effect and LORD JUSTICE SCRUTTON agreed.—COUNSEL for the appellant: Maddocks, K.C., and A. R. Thomas; for the respondents: Miller, K.C., and Gilbert Jordan. SOLICITORS: Indermaur & Brown, for Callis & Woosnam, Blackpool; Sharpe, Pritchard & Co., for D. L. Harbottle (Town Clerk), Blackpool.

(Reported by G. T. WHITFIELD-HAYES, Barrister-at-Law.)

#### ROSSDALE v. FRYER. No. 1. 9th March.

REVENUE—INCOME TAX—PROPERTY ASSESSED AT £450 LET FOR £750—CLAIM TO DEDUCT TAX FROM RENT ON BASIS OF LARGER AMOUNT—INCOME TAX ACT, 1918 (8 & 9 Geo. V., c. 40), Schedule A, No. viii, r. 4 (1), All Schedules Rules 19.

The plaintiff was original lessee of town property at an annual rental of £500. He sub-let to the defendant at a rental of £750; the property was occupied by two under-tenants and the assessments were £540 gross and £450 net. The action was brought for rent withheld by reason of the defendant claiming the right to deduct income tax at 6s. in the pound on the full £750.

Held, that by the proviso to Sched. A, viii, r. 4 (1) of the Income Tax Act, 1918, the defendant was only entitled to deduct the amount of income tax actually paid by him; All Schedules Rules No. 19, which apparently gave the defendant the right to deduct the larger amount, not being applicable to income-tax levied on valuation and not on amount.

Appeal by the defendant from a judgment of the Divisional Court, Horridge and Shearman, J.J., affirming a decision of the judge at Westminster County Court. The facts were as stated in the head-note. The plaintiff contended that as the proviso to No. viii, r. 4 (1) of Schedule A of the Income Tax Act, 1918, provided that "no such person as aforesaid who is also a tenant

or the occupier of the lands, etc. . . . shall be entitled to deduct out of any rent any greater sum than the amount of tax charged in respect of any such property and actually paid by him," the defendant could only deduct the income tax he had actually paid on the assessment. The defendant contended that the £750 was an "other annual payment" within the meaning of No. 19 of the All Schedules Rules of the same Act, and that, by that rule, he was "entitled on making such payment to deduct and retain thereout a sum representing the amount of the tax thereon at the rate or rates of tax in force during the period through which the said payment was accruing due." The Divisional Court held that the proviso cited governed the case; the rule referred to by the defendant not being applicable to the special cases of income-tax levied on assessment of land referred to in No. viii, r. 4 (1) of Schedule A.

The court dismissed the appeal.

LORD STERNDALE, M.R., said that the appeal was raised upon a complicated set of facts, a more complicated state of the law, and the most complicated provisions of the Income Tax Act, 1918. Without perhaps agreeing with every word said by the judges in the Divisional Court, he was in the main satisfied that their judgment was right.

WARRINGTON, L.J., agreed, and SCRUTTON, L.J., delivered judgment to the same effect.—COUNSEL: for the appellant, *Konstam, K.C.*, and *C. L. King*; for the respondent, *Edwardes Jones and Chalmers*. SOLICITORS: *Roberts, Seyd, Jackman and Falcke*; *Collyer, Bristol & Co.*

[Reported by G. T. WHITFIELD-HAYES, Barrister-at-Law.]

### NELSON MURDOCH & CO. v. WOOD.

No. 1. 20th and 21st February.

COUNTY COURT—APPEAL—QUESTIONS OF LAW NOT RAISED IN COUNTY COURT—NO JURISDICTION IN DIVISIONAL COURT TO ALLOW APPEAL ON GROUNDS NOT RAISED BELOW—COUNTY COURTS ACT, 1888 (51 & 52 Vict., c. 43), s. 120.

The Divisional Court has no jurisdiction to reverse a decision of a county court judge upon points which were not raised in the county court.

Decision of the Divisional Court (66 SOL. J. 36 (b)) reversed.

This was an appeal from the Divisional Court (Horridge and Shearman, J.J.) reversing the decision of the judge at Marylebone County Court. The facts are fully set out in the report of the case below.

The court allowed the appeal upon the grounds set out in the head note. LORD STERNDALE, M.R., said that only one point had been taken by the defendant in the county court, and therefore that was the only point which should have been taken on the defendant's appeal before the Divisional Court. That principle was emphasized in *Smith v. Baker* (40 W.R. 392; 1891, A.C. 325). Yet the Divisional Court had reversed the decision on two points which had not been taken below, and so ought not to have been raised in the Divisional Court at all. Junior counsel for the defendant said that the points were covered by his submission that there was no case of detinue, and it was argued that that covered any point which could reasonably be made upon the facts. That argument was wrong, and, if upheld, it would do away with the rules as to pleading, and the rule that points which were not taken in the county court should not be taken in the Divisional Court; and all counsel would have to do would be to say, "I submit that judgment should be for the plaintiff—or defendant," and that would then be said to cover all points which could be raised upon the issues. It was perhaps right to say that as the Divisional Court had decided the question upon points on which they had no jurisdiction the case ought not to be cited as an authority in any subsequent case. He (Lord Sterndale) did not care to say whether the decision in the Divisional Court was right or wrong. The point that Cohen only transferred his interest was based on the judgment in *Whiteley, Limited v. Hill* (62 SOL. J. 717; 1918, 2 K.B. 808), but the agreement there was different to the one in the present case, and a decision on one agreement was no authority in the case of another. As regards damages, it was also said that the defendant, by having the piano for a time, had caused none, all the harm flowing from the wrongful act of Cohen. But that point, again, was not raised in the county court, so could not be raised in higher courts, for a person who wished to argue a point of law on a question of damages was not freed from the duty of raising the point in the county court.

WARRINGTON and SCRUTTON, L.J.J., agreed.—COUNSEL: *Harold Morris, K.C.*, and *J. W. Carthew* for the appellants; *Lewis Thomas, K.C.*, and *David White* for the respondent. SOLICITORS: *Tudor & Rome*; *Pumfrey and Son*.

[Reported by G. T. WHITFIELD-HAYES, Barrister-at-Law.]

### SMITH v. HOWES. No 2. 31st January.

PRACTICE—COSTS—TAXATION—ACTION BY SOLICITOR—JUDGMENT UNDER ORDER 14—AMOUNT OF MASTER'S ALLOCATION—DISBURSEMENTS MADE AFTER DATE OF BILL—COUNSEL'S FEES—PAYMENT MADE BEFORE TAXATION—PROCEEDINGS FOR TAXATION—COMMENCEMENT BY CLIENT—R.S.C., ORDER 65, r. 27 (29a).

A solicitor delivered to his client a bill of costs, which had been drawn up in accordance with the directions laid down in the first part of sub-rule 29a of R.S.C. Order 65, r. 27. The bill expressly stated that certain disbursements, such as counsel's fees, had not then been made. An order was made under Order 14 that the bill should be referred to the master to be taxed pursuant to the Solicitors Act, 1843, and that the plaintiff should be at liberty to sign

judgment for the amount found due on such taxation. The counsel's fees referred to were duly paid before the date of the taxation. Sub-rule 29a of r. 27 of R.S.C. Order 65, provides that in taxations under the Solicitors Act, 1843, of a solicitor's fees, charges and disbursements, no such disbursements shall be allowed which have not been actually made before delivery of the bill of costs, unless the bill shall expressly state that they have not then been made, and shall set out the unpaid items of disbursements under a separate heading in the bill, in which case they may be allowed if they are actually made before the commencement of the proceedings in which the taxation takes place, and are made in discharge of an antecedent liability of the solicitor (including counsel's fees) properly incurred on behalf of the client: Provided that if the proceedings for taxation shall have been commenced by the client or a third party, payments made by the solicitor pending such proceedings in discharge of any antecedent liability so set out in the bill (including counsel's fees) may be allowed if actually made before the commencement of the taxation.

Held, that the proceedings for taxation had been "commenced by the client" within the meaning of the proviso to sub-rule 29a, and as the fees had been paid before the commencement of the taxation the master had power to allow them.

Appeal from an order of McCardie, J., in chambers, dismissing a summons to review the taxation of a bill of costs. A solicitor delivered to his client his bill of costs, and afterwards issued a writ, specially indorsed, and took out a summons under Order 14. In drafting his bill of costs, the solicitor had followed the directions laid down in the first part of sub-rule 29a of Order 65, r. 27, of the Rules of the Supreme Court, and had stated that certain disbursements, such as counsel's fees, had not then been made. The bill of costs expressly stated, in accordance with sub-rule 29a of Order 65, r. 27, that certain fees to counsel had not then been paid, and the items of unpaid fees were set out under a separate heading as indicated in the sub-rule. On 23rd March, 1921, on a summons under Order 14, an order was made that the bill of costs should be referred to the master for taxation under the Solicitors Act, 1843, and that the plaintiff should be at liberty to sign judgment for the amount found due to him from the defendant by the master's allocatur. A week later, the fees in question were actually paid. These fees were paid after the order for taxation was made, but before the order for taxation was carried into the Taxing Office. On 9th April the order was carried in and the fees to counsel were allowed on taxation as disbursements. Thereupon, the defendant, the client, objected to the taxation on the ground that the fees to counsel were not actually paid before the commencement of the proceedings in which the taxation took place, and ought not to have been allowed as disbursements. The objection prevailed, and the taxing master disallowed the fees. The matter then came before McCardie, J., in chambers, on a summons by the plaintiff to review the taxation and allow the fees as disbursements. McCardie, J., dismissed the summons. The plaintiff appealed.

The Court (BANKES, SCRUTTON and ATKIN, L.J.J.), in giving judgment, said that the appeal raised a question with reference to the construction of the proviso to Order 65, r. 27, sub-rule 29a, of the R.S.C. The sub-rule was introduced to relax the stringency of the rule laid down in *Sadd v. Griffin* (1908, 2 K.B. 510), where it was held that any sums claimed in the bill as disbursements and not actually paid before the delivery of the bill must be disallowed on taxation. The application for taxation was made in this case by the client. In other words, the proceeding for taxation was "commenced by the client" within the meaning of the proviso to the sub-rule, which was intended to apply to a case where the proceedings were initiated by the client or a third party. Was there a proceeding for taxation within the meaning of that proviso? Reference had been made to *Smith v. Edwardes* (1888, 22 Q.B.D. 10). In this case the master made an order for taxation and the question arose, upon whose application that order for taxation was made. If it was made at the solicitor's initiation, he could not then take advantage of the proviso. In the present case the order for taxation was made on the client's application. The client was willing to pay the solicitor's bill of costs subject to taxation. Thereupon the master made the order for taxation. The question was one of fact, and the order made on 23rd March, 1921, on the summons under Order 14 followed the order dealt with by Lord Esher, M.R., in his judgment in *Smith v. Edwardes* (*supra*). Instead of having two summonses, one by the solicitor for judgment and another by the client for taxation under the Solicitors Act, 1843, the practice has been to make an order as though there were a summons for taxation under the Solicitors Act, preserving to the defendant his rights under that Act, and then to treat the summons as a continuing summons, so that, without making any fresh application, the plaintiff could sign judgment for the amount found due on the allocatur. It did justice to all parties to allow the proceedings to be merged and did not alter the character of the proceedings. The master and the judge took too narrow a view of the effect of the sub-rule, and the appeal must be allowed with costs, and there must be an order to review the taxation. Appeal allowed.—COUNSEL: *Van den Berg*; *W. Hanbury Aggs*. SOLICITORS: *Cardew, Smith & Ross*; *Milner & Bickford*.

[Reported by T. W. MORGAN, Barrister-at-Law.]

At Bow-street Police Court on the 14th inst., before Mr. Graham Campbell, Joseph Ernest Azulay, 57, broker, of Southampton-row, who was arrested some weeks ago on a provisional extradition warrant charging him with larceny as a partner within the jurisdiction of the Egyptian Government, was ordered to be discharged. The magistrate remarked that the depositions in support of the charge disclosed no offence known to the English law.

## High Court—Chancery Division.

*In re* **LUCAS: RHYS v. THE ATTORNEY-GENERAL.**  
Russell, J. 24th February.

CHARITY—CHARITABLE GIFT—"OLDEST RESPECTABLE INHABITANTS"  
—SMALL AMOUNT—COMBINATION OF AGE AND POVERTY—GOOD  
CHARITABLE BEQUEST.

A gift to "the oldest respectable inhabitants in Gunville to the amount of five shillings a week each" is a good charitable bequest because of the ingredient of poverty which the maximum amount payable to each old inhabitant introduces.

*In re* Dudgeon (1896, 74 L.T. 613) applied.

This was a summons asking whether a certain gift was a good charitable bequest or was wholly or partially void. The testator left his property on trust for sale, and to pay the income arising from the proceeds of sale, in the events which happened, to his niece for life, and after her decease, trustees to be appointed to the number of not less than seven, who were to distribute all the income among "the oldest respectable inhabitants in Gunville to the amount of five shillings per week each," and he also requested that a tablet should be prepared at his decease and placed in or upon the outside of the church at Gunville recording this bequest. The testator died last October, leaving the niece his sole next-of-kin and sole heiress-at-law. For the Attorney-General it was contended that the use of the word "oldest" alone rendered the gift a good charitable gift, and certain cases were referred to, including *The Attorney-General v. The Duke of Northumberland* (1877, 7 Ch. D. 745); *Re Wall* (1889, 42 Ch. D. 510); *Thompson v. Corby* (1890, 27 Beav. 649); *Re Gosling* (1900, 48 W.R. 300); and *Attorney-General v. Haberdashers Company* (1834, 1 M. & K. 420). If that were not sufficient alone to render the gift good as a charitable bequest, then the amount of the gift which implied that it was only for persons in indigent circumstances, coupled with the use of the word "oldest" was enough, and *In re Dudgeon* (*supra*), was relied on. The heiress-at-law argued that the gift was not for the relief of poverty, and that the oldest inhabitant might mean the oldest resident, regardless of age or condition in life, and referred to the judgment of Lord Macnaghten in *The Commissioners for Special Purposes of Income Tax v. Pemsel* (1891, A.C., at 583).

RUSSELL, J., after stating the facts said:—When the gift was first read to me it did not strike me as capable of being construed as a good charitable bequest. Several authorities, however, have been cited to me, including *Thompson v. Corby*, *Re Wall*, *Re Gosling*, and *Re Dudgeon* (*supra*), and on these authorities I do not consider myself justified in holding that age and age alone constitutes a good charitable gift, but if any ingredient of poverty is introduced, that is sufficient to make the gift a good charitable bequest. In this case I think that the testator meant to benefit the very old only, and the amount of the gift, five shillings a week, shows that he meant it only for the benefit of those to whom that amount would bring comfort and relief. The present case resembles very closely *In re Dudgeon* (*supra*). On the authorities I hold that this gift is a good charitable bequest.—COUNSEL: G. D. Johnston; Dighton-Pollock; W. H. Horsley. SOLICITORS: E. M. Tringham, for Barrett & Thomson, of Slough; *The Treasury Solicitor*; Peacock and Goddard, for Luff & Raymond, Wimborne.

[Reported by L. M. MAY, Barrister-at-Law.]

## High Court—King's Bench Division.

**HORNE v. POLAND.** Lush, J. 14th February.

INSURANCE—BURGLARY—ALIEN INSURING UNDER ASSUMED NAME—  
NON-DISCLOSURE—MATERIALITY—ABSENCE OF FRAUD.

An alien took out a householder's comprehensive policy and omitted to disclose the facts that he was a Roumanian, and that the English name, under which he had taken out the policy, was not his real name. He had assumed the English name many years ago for convenience shortly after being brought to live in England, at the age of twelve, and had since then been known by that name. A burglary occurred on the premises occupied by him, and he sought to enforce the policy in respect of the loss occasioned to himself by reason of the burglary.

Held, that although there were circumstances under which a non-disclosure of this nature might be immaterial, underwriters could not be expected to know anything of the habits and traditions of the state of which the plaintiff was a subject; and that, while no reflection was, of course, cast upon the national characteristics of that state, the plaintiff had, in not disclosing his real name and nationality, failed to disclose material facts and could not enforce his claim in respect of the policy.

*Joel v. Law Union & Crown Insurance Co.* (1908, 2 K.B. 863) referred to.

This was a claim by an alien against certain underwriters of Lloyds, under a householder's comprehensive insurance policy for £500, issued in March, 1920. In May, 1920 the premises occupied by him at Islington were broken into, and goods were stolen from the plaintiff to the estimated value of over £500. The defendants denied liability on the grounds that material facts had not been disclosed when the policy was taken out, because the plaintiff did not inform them that he was an alien, and that his real name was Euda Gedale. He was born in Roumania in 1887, and was brought

to England at the age of twelve. He had never been naturalised, but had for convenience assumed the name of Harry Horne, and had since been known by that name.

LUSH, J., in delivering a considered judgment, said that the plaintiff had registered himself under the Act for the registration of aliens, but that when he was insured, he described himself as Harry Horne, and did not state that he was a Roumanian or that he had lived in Roumania. No fraud was alleged against him by the underwriters, but they alleged that this conduct on his part constituted non-disclosure of a material fact, and invalidated the policy. Evidence had been given by underwriters that they would not accept a proposal of an alien for insurance as satisfactory and would not accept the risk. His lordship could not agree with the view that the mere fact that a person was a foreigner was in all cases a material fact. An assured person might have come from a state where the social habits, training, education and legal and other obligations were the same as those prevailing in the United Kingdom. He might have spent his whole life in the United Kingdom, and have acquired a recognised position and become well known to those who insured him. It would be impossible under such circumstances to contend that his contract of insurance was invalid because he did not think it necessary to state and the underwriters did not happen to know that he was not a British subject. Each case must depend on its particular circumstances. The plaintiff came from Eastern Europe and he and his parents were subjects of a state of whose habits and traditions the underwriters would naturally know nothing, and he had lived there for the first twelve years of his life. The facts which were not disclosed were, in his lordship's view, clearly material. The risk insured against depended on the honesty and good faith of the assured, and the care which he took, and his view of his social and legal obligations and other matters. His lordship said, of course, nothing against the national characteristics of the race to which the assured belonged. That was not the question. The principal of law was stated in the judgment of Fletcher Moulton, L.J., in *Joel v. Law Union & Crown Insurance Company* (1908, 2 K.B. at p. 863). The plaintiff was under the obligation of disclosing such facts as a reasonable man would disclose. The risks incurred by persons effecting insurances without being carefully advised were often quite unknown to them. Although the plaintiff clearly knew that his nationality and real name were not unimportant, he evidently did not know that he was under a duty to disclose material facts. The consequence of his mistake was that he could not enforce this policy and there must be judgment for the defendants.—COUNSEL: E. F. Lever; H. D. Samuels. SOLICITORS: Lewis & Payne; W. C. Crocker.

[Reported by J. L. DENISON, Barrister-at-Law.]

## In Parliament.

### House of Lords.

### Questions.

#### THE DOCTRINE OF COERCION.

VISCOUNT ULLSWATER asked the Lord Chancellor whether his attention had been called to the judgment of Mr. Justice Darling in the recent case of *R. v. Peel*, in which the learned judge held that the "melancholy doctrine" that a wife can be coerced by her husband into the commission of a crime is still the law of the land whenever husband and wife are jointly indicted of a crime, and that this doctrine is founded on the assumption that a wife will not dare to contradict her husband; and whether he will introduce a Bill to abolish this doctrine, which appears to date from the reigns of King Canute and King Ina, and bring the law into closer accord with the well-known facts of present-day matrimonial life.

LORD ASKWITH had given Notice to ask the Lord Chancellor whether the doctrine of coercion of a wife by her husband as exemplified in the case of *R. v. Peel* may not lead a judge to assume the guilt of a wife, without any finding of a jury or any evidence given by her or on her behalf or any proof of crime by her, in order to explain the sentence he may be giving to a husband, and to obviate the necessity of having to find that the husband had in fact coerced her with consequent heavier sentence; and that the doctrine, for that reason and in view (*inter alia*) of the report of the Royal Commissioners on the Criminal Code prepared in 1878 and 1879, requires consideration and revision.

After speeches by Lord Ullswater, Lord Askwith, and Lord Buckmaster, the LORD CHANCELLOR replied, and in conclusion said:—"I am not prepared, without further reflection, to commit myself definitely upon this matter. Nor do I think it would be right to attribute so much importance to the opinion expressed by a single Judge, and founded largely upon the single case, as to state a conclusion to-night. I do rather agree with the noble Viscount that not only this matter but various other questions affecting the responsibilities of women require reconsideration in the light of the changes which have taken place; and I propose, after consultation with the Attorney-General, to set up a small but highly expert Committee which will express itself upon the question of principle, and make a Report to me on the whole subject. Without the Report of such a Committee and giving further reflection to it, I am not prepared to recommend or carry out legislation. I am sure the noble Viscount will find such legislation, when introduced, perhaps as pleasant as our discussion on Ireland has been this afternoon, and certainly as controversial." (21st March.)

## Bills Presented.

A Bill to consolidate the enactments relating to Agricultural Holdings in Scotland: The Earl of Bradford.

A Bill to amend the Places of Worship (Enfranchisement) Act, 1920: Viscount Knutsford. (14th March.)

## Bills in Progress.

Agricultural Holdings (Scotland) Bill:—In moving the Second Reading of this Bill, Lord STANMORE said it was a purely consolidating measure, based upon provisions contained in the Agricultural Holdings (Scotland) Act, 1908; the Agricultural Holdings (Scotland) Amendment Act, 1910; the Agricultural Land Sales (Restriction of Notices to Quit) Act, 1919; the Agriculture Act, 1920; and the Agriculture (Amendment) Act, 1921. It was proposed to refer it to Lord Muir Mackenzie's Committee on Consolidation Bills as soon as that Committee was set up. The Bill was read a second time.

The Juries Bill.—In moving the second reading of this Bill, the Lord CHANCELLOR said it proposed that the two lists, the voters' list and the jury list, should become one list. The maintenance of two lists had been found in practice to be an archaic and superfluous proceeding, and to lead to very great expense.

Lord PHILLIMORE said he had doubts with regard to Clause 5 of the Bill which did not deal with the jury lists but with the present practice of striking special juries. He had submitted a memorandum upon that subject to the Lord Chancellor.

The LORD CHANCELLOR said he had read the memorandum with great interest, and he hoped to have an opportunity of discussing it with Lord Phillimore before the Committee stage.

The Bill was read a second time and committed to a Committee of the whole House.

## THE LAW OF PROPERTY BILL.

The LORD CHANCELLOR, in moving the Second Reading of this Bill, suggested that, since it had been examined so exhaustively last year, it should be given a Second Reading and sent down to the House of Commons. If the developments of the session—as to which he made no prophecy—permitted of its discussion there, well and good; it would then be made the subject of a decision in another place.

Lord BUCKMASTER asked why the Bill was not now introduced into the House of Commons first? If it passed that House, its passage through their Lordships' House might fairly be assumed to be secure. Until it had been tested they could not tell what view the House of Commons would take upon the matter.

The LORD CHANCELLOR said: My Lords, the answer is very simple. The noble and learned Lord, though perhaps some of your Lordships might not have inferred it from his speech, is one of the warmest and most valuable supporters whom this Bill possesses. In fact, if it had not been for his labours, it would not have reached its present position. The reason the Bill is introduced here and not in another place is because of the almost generally recognised superiority of this House. In the House of Commons there is a tendency in these matters to tedious and unnecessary discussion upon points of detail, so that it would be difficult to give the necessary time for its discussion there unless it came before them in a form in which it was really likely to pass into law.

I have laboured at great length for three years in this matter, and I have at last succeeded in procuring for it a place in the King's Speech. I may perhaps take your Lordships' House into my confidence, and say that when I tried on a previous occasion to obtain mention of it in the King's Speech I was refused, on the ground that it might be mistaken for some special resumption of activity on the part of the Prime Minister in relation to the long-forgotten Land Campaign. When the King's Speech was discussed this year, I succeeded in obtaining for this Bill its place therein, so that it is really evident that the Government intend to do their best, and I would ask your Lordships, who really are agreed on this matter, not to prejudice my chances, whether great or small, of passing it through its stages here very rapidly, and perhaps almost without discussion.

Lord DYNEVOR said he was glad that the Lord Chancellor had withdrawn Clause 101, which dealt with measures that could not be worked, because that was too big and intricate a question to deal with in a few lines. On behalf of the Land Union he thanked the Lord Chancellor for putting into the Bill so many of their suggestions.

The Bill was read a second time and committed to a Committee of the whole House. (21st March.)

## House of Commons.

## Questions.

## ENEMY AIR RAIDS (COMPENSATION).

Sir F. FLANNERY (Maldon) asked the Financial Secretary to the Treasury the period within which the £100,000 allocated to be used for compensation to the sufferers from air raids during the War in the most necessitous cases will be distributed?

Mr. YOUNG: The sum of £100,000 is the estimated amount required to meet awards by the Royal Commission, presided over by Lord Sumner, up to 31st March, and a further sum of £4,900,000 is being provided for 1922-23. Individual cases are a matter for the Royal Commission. (15th March.)

## PUBLIC TRUSTEE'S OFFICE (FEES).

Mr. HANCOCK (Derby, Belper) asked the Attorney-General whether his attention has been drawn to the remarks of Mr. Justice McCardie concerning the expenses of administration by the Public Trustee; and, if so, is he prepared to take such steps as shall be necessary to reduce such expenditure?

Sir E. POLLOCK: The Public Trustee Act, 1906, under which the office of Public Trustee is constituted, requires the fees to be so arranged as to produce an annual amount sufficient to discharge the salaries and other expenses incidental to the working of the Act. In the case under notice, the sum involved is £1,000. The beneficiaries are five children, the eldest of whom is 15 and the youngest three. The trust, therefore, may be expected to last for 18 years, and during the whole of that time will require the most detailed administration and care by the Public Trustee, and the exercise of considerable and difficult discretion. The total inclusive fee for all this work during all these years would be £75. This amount is barely sufficient to defray the cost incurred by the Public Trustee in the matter, and is in no way unduly high. I do not concur in the observations made by Mr. Justice McCardie. (16th March.)

## MOTOR VEHICLES (SPEED LIMIT).

Colonel NEWMAN (Finchley) asked the Parliamentary Secretary to the Ministry of Transport whether, to carry into effect the proposals recently made public with regard to the abolition of the speed limit of mechanically-propelled vehicles in favour of more drastic and better-defined penalties in the case of reckless or dangerous driving, legislation will be necessary; if so, can he say if such legislation will be introduced this Session; and will such legislation include a provision that no person shall be allowed to drive a mechanically-propelled vehicle who has not passed a reasonable test in skill, physical fitness, and eyesight?

Mr. NEAL: The answer to the first part of the question is in the affirmative. Legislation dealing with the regulation of motor vehicles is under consideration. I cannot say, however, whether it will be possible to introduce a Bill during the present Session, nor do I think it desirable to make any forecast as to its provisions.

## NATIONALITY LAWS.

Sir A. HOLBROOK (Basingstoke) asked the Prime Minister if he is aware of the variation in municipal law of this country and that of the Central Powers, respectively, in the late War affecting nationality, and the non-applicability of the concept thereof of this country to Asiatic countries in which political status is determined by religion; and whether he will take some action to adjust the variation?

Mr. SHORTT: I am aware that the nationality laws of this country and the Central Powers are not identical, and it is true that the basis of the British law of nationality is not a religious one; but I cannot undertake to adjust either or both of these matters. (20th March.)

## BETTING DEBTS (PAYMENT BY CHEQUE).

Mr. LYLE (West Ham, Stratford) asked the Secretary of State for the Home Department if, failing any proposal by the Government itself, the Ministry is prepared to offer facilities for, or at least not to oppose, an agreed on Bill for the removal of the present conditions under which people are recovering the amount of betting debts paid by cheque?

The SECRETARY OF STATE FOR THE HOME DEPARTMENT (Mr. Shortt): I certainly should offer no opposition to such a Bill on behalf of the Government. Any question as to facilities for the Bill should be addressed to the Leader of the House. (21st March.)

## Bills Presented.

The Representation of the People (No. 2)—“to alter certain dates prescribed by the Representation of the People Act, 1918, in connection with the registration of electors, and to prevent increases in postal rates for printed packets being reckoned for the purpose of any limit on the amount of the expenses of candidates, at elections, and to amend Section fifty-four of the Local Government Act, 1888”: Mr. Shortt. [Bill 51.]

The Bread Acts Amendment Bill—“to amend the enactments relating to the provision of Regulations for the making and sale of bread, and for preventing the adulteration of meal, flour, and bread”: Mr. Inskip (after leave given). [Bill 52.]

The Dyestuffs (Import Regulation) Act (1920) Repeal Bill—“to repeal the Dyestuffs (Import Regulation) Act, 1920”: Mr. Remer. Leave to introduce refused by 197 to 115. (15th March.)

The Blasphemy Laws (Amendment) Bill—“to amend the Blasphemy Laws”: Mr. Frederick Green. [Bill 55.] (16th March.)

The Exercise of the Parliamentary Franchise Bill—“to promote the wider exercise of the Parliamentary Franchise”: Colonel Archer-Shee (after leave given). [Bill 58.] (21st March.)

The Married Women (Presumption of Coercion Removal) Bill—“to amend the Law with regard to the presumption of coercion in the case of offences committed by married women”: Viscountess Astor. [Bill 57.] (21st March.)

## New Orders, &c.

### NEW TRUSTEE INVESTMENT.

COLONIAL STOCK ACT, 1900 (63 & 64 Vict., c. 62).

ADDITION TO LIST OF STOCKS UNDER SECTION 2.

Pursuant to s. 2 of the Colonial Stock Act, 1900, the Lords Commissioners of His Majesty's Treasury hereby give notice that the provisions of the Act have been complied with in respect of the under-mentioned Stock registered or inscribed in the United Kingdom:—

Victoria Government 5½ per cent. Inscribed Stock, 1930-40.

The restrictions mentioned in s. 2, s.s. (2), of the Trustee Act, 1893, apply to the above Stocks (see Colonial Stock Act, 1900, s. 2).

[Gazette, 21st March.]

## Order in Council.

[Recitals.]

### SUMMER TIME.

It is hereby declared, that the Summer Time Act, 1916, as amended by the War Emergency Laws (Continuance) Act, 1920, shall be in force during the year 1922, and the prescribed period in that year shall be from two o'clock in the morning, Greenwich Mean Time, on Sunday, the 26th day of March, until two o'clock in the morning, Greenwich Mean Time, on Sunday, the 8th day of October.

[Gazette, 17th March.]

## THE TREATIES OF PEACE (EXAMINATION OF WITNESSES) RULES, 1921.

I, Frederick Viscount Birkenhead, Lord High Chancellor of Great Britain, by virtue of the Treaty of Peace Orders, 1919 to 1921, and all other powers enabling me in that behalf, do hereby make the following Rules:—

1. An application under Article 1 (xvii) (aa) of the Treaty of Peace Order, 1919, or under Article 1 (x) (g) of the Treaty of Peace (Austria) Order, 1920, or under Article 1 (ii) (h) of the Treaty of Peace (Bulgaria) Order, 1920, or Article 1 (x) (i) of the Treaty of Peace (Hungary) Order, 1921, shall be made to a Judge of the High Court to whom bankruptcy business is for the time being assigned.

2. Every such application shall be in writing, and shall state shortly the grounds upon which it is made. The application need not be verified by affidavit.

3. Where the judge is of opinion that the application should be granted, he shall cause a summons to be issued for the attendance in Court or in Chambers of the person in respect of whom the application is made (hereinafter referred to as the witness), with or without a clause requiring the production of documents, and the summons may be in the form set out in the Appendix hereto with such variations as the circumstances may require.

4. Any such summons may be served personally or by sending it, together with the reasonable expenses of his attendance, in a registered letter addressed to the person to whom it relates at his last known address in the United Kingdom, or in such other manner as the judge may direct.

5. If the witness fails to attend at the time and place named in the summons, the officer appointed for the purpose of examining into the matter (hereinafter referred to as the officer), shall report such failure in a summary way to the judge, who may thereupon take such action in the matter as he thinks fit.

6. (1) If the witness in the course of the examination refuses to answer any question allowed by the officer to be put to him, or to produce any documents required by the summons to be produced, that officer shall report such refusal in a summary way to the judge, who may thereupon take such action in the matter as he thinks fit.

(2) The report shall be in writing, but without affidavit, and shall set forth the question put, or the documents required to be produced, and the answer (if any) given by the witness.

(3) The officer shall, before the conclusion of the examination at which default in answering or the refusal to produce is made, name the time when and the place where the default will be reported to the judge. If the judge is sitting at the time when the default in answering is made, such default may be reported immediately.

7. (1) Where the person on whose application the examination is held requests that the evidence shall be taken down *in extenso* he shall, unless there is a shorthand writer nominated by the judge for that purpose, nominate a person to take down in shorthand the evidence of the witness; and the person so nominated shall be appointed unless the judge shall otherwise order.

(2) Where no such request is made the person on whose application the examination is held may himself take or cause to be taken a note of the evidence given, but the officer conducting the examination shall be under no obligation to take a note thereof.

8. On every application to the Court under these Rules a fee of seven shillings and sixpence shall be taken, and on every summons issued under these Rules a fee of five shillings shall be taken.

9. These Rules may be cited as the Treaties of Peace (Examination of Witnesses) Rules, 1921.

30th November, 1921.

## APPENDIX.

### IN THE HIGH COURT OF JUSTICE.

No. of

IN THE MATTER OF (\*)

and

IN THE MATTER OF (†)

EX PARTE (‡)

To of

You are hereby required to attend at Bankruptcy Buildings, Carey Street, London, W.C.2, Room on the day of 1922, at o'clock in the noon to give evidence in the above matter before one of the Registrars in Bankruptcy as the officer appointed by the Court for the purpose of examining into the matter, and you are required there and then to produce (§)

Dated the day of

19

Registrar.

NOTE.—Failure to comply with this summons will render you liable to be committed for contempt of Court, or on summary conviction to a fine not exceeding £100, or to imprisonment for a term not exceeding three months, or to both such fine and imprisonment.

(\*) "The Treaty of Peace Order, 1919" or as the case may be.

(†) Here describe shortly the property or other subject-matter of the inquiry.

(‡) "The Clearing Office" or "the Custodian" or "the Administrator of Austrian (or Bulgarian or Hungarian) Property" as the case may be.

(§) State any documents required.

## Societies.

### Sheffield District Incorporated Law Society.

At the Forty-seventh Annual General Meeting of the Society, held in the Society's Library, Hoole's Chambers, Bank Street, Sheffield, on Friday, the 24th February, 1922, at 3.30 p.m., Mr. Albert Howe (President) was in the chair.

The following Members were also present: The Vice-President (Mr. Claude Barker), and Messrs. Frank Allen (Doncaster), H. Auty, J. C. Auty, F. Bowman, Edward Bramley, D. S. Branson, Arnold Brittain, S. H. Clay, L. J. Clegg, J. H. Davidson, F. B. Dingle, W. E. Dyson, L. E. Emmet, C. L. des Forges (Rotherham), R. B. Grayson, Robert Hargreaves, L. J. Kirkham, W. A. Lambert, Edward Lucas, Frank Ludlam, William Mercer, H. Morris, Charles Padley, J. H. Pawson (Doncaster), J. P. Russell, H. E. Sandford, F. W. Scorch, G. E. Smith, Ernest Wilson and C. S. Coombe (Hon. Secretary).

The notice convening the Meeting, and the Committee's Report, as printed and circulated, were taken as read.

On the motion of the President, seconded by Mr. J. P. Russell, the Forty-seventh Annual Report, presented by the Committee, was received, confirmed and adopted, and the Accounts of the Hon. Treasurer for the past year, as audited by the Society's professional auditors, were approved and passed.

A resolution was passed expressing the cordial thanks of the Society to Mr. Albert Howe, the President, and appreciation of the ability with which he had filled the office and the consideration he had given to his duties during the past year.

Resolutions were also passed expressing the best thanks of the Society to the Hon. Treasurer and the Hon. Secretary for their services during the past year.

The following gentlemen were elected as officers for the ensuing year:—President, Mr. Claude Barker; Vice-President, Mr. Leonard J. Clegg; Hon. Treasurer, Mr. P. K. Wake; Hon. Secretary, Mr. C. S. Coombe. Committee: Messrs. J. Barber, H. Bedford, Frank Bowman, Edward Bramley, S. H. Clay, J. H. Davidson, W. E. Dyson, C. L. des Forges (Rotherham), T. A. Gainsford, A. Howe, Wm. Irons, W. A. Lambert, E. Lucas, J. H. Pawson (Doncaster), J. D. Pryce, H. Reed, F. W. Scorch, J. P. Russell, G. E. Smith, W. M. Smith and C. R. Wilson.

The following are extracts from the Report of the Committee:—

**Members.**—The Society now consists of 185 Members. The number of Barristers subscribing to the Library is now six.

**Meetings.**—During the year there have been eleven Committee Meetings and two Sub-Committee Meetings. There have been two meetings of the Joint Council of Solicitors and Law Clerks.

**Law of Property Bill.**—This Bill passed through the House of Lords during the year, and was formally introduced into the Commons. It was afterwards withdrawn owing to pressure of other business. The opposition of the Law Society and the Associated Provincial Law Societies to the compulsory registration clauses of the Bill was so far successful that the Lord Chancellor, though himself convinced that Registration of Title is the right system and should prevail, agreed to postpone the operation of the clauses for a period of ten years after the Act comes into force. Even then, before there can be an extension of compulsory registration, there must be (a) an Order in Council, (b) an enquiry at which ample opportunity must be afforded for giving evidence, and at which general as well as local reasons must be given against the extension, (c) an opportunity for a debate in both Houses of Parliament. The Committee supported this compromise as the best that could be obtained for the time being, and they are hopeful that the general effect of the Bill will be to so greatly simplify the transfer of land under the

existing system that any future proposal to extend the compulsory system and thus create a fresh army of officials will fail to meet with approval. It is believed that an early opportunity will be taken to re-introduce the Bill next session.

**Solicitors' Remuneration: "Lump Sum Charges".**—The Order made in June, 1920, under the Remuneration Act of 1881 authorising a solicitor, at his option, to deliver a "lump sum" bill did not go far enough, inasmuch as in the event of taxation it is still necessary to justify the charge by items made out as under Schedule II. Accordingly, the Law Society, in conjunction with the Associated Provincial Law Societies, prepared a draft Bill amending the law so as to enable a solicitor to charge a fee based on the skill, labour, special exertion and responsibility involved, the amount of money, or value of the property concerned, and other factors, without having to show so many attendances, letters written, &c., as under the present cumbrous and unsatisfactory system. The draft Bill was submitted to the Provincial Law Societies, including this Society, and was approved by the Committee. Subsequently, the Lord Chancellor appointed a Select Committee under the chairmanship of Mr. Justice Russell "to consider and report whether it is desirable to amend the law governing the method of remuneration of solicitors by enabling solicitors to charge by a gross sum, and, if so, subject to what provisions for the protection of the clients of the solicitors." Mr. C. H. Morton (then President of the Law Society) was appointed a Member of the Committee. The Committee's report has not yet been issued.

**Law Clerks.**—The Joint Council established to deal with questions affecting solicitors' clerks in the district has met twice during the year. At the first meeting, held on 6th April 1921, the Council recommended the payment of an additional bonus, to date from 1st January, 1921, of 10 per cent. on salaries (exclusive of bonus) beyond the 25 per cent. granted in November, 1919, such additional bonus in the junior ranks to be flat rates as follows:—

Ages 17 to 20 . . 2s. 6d. per week.      Ages 21 to 25 . . 5s. per week.

The effect of this recommendation is set out in the scale in Appendix III. At the second meeting the Council refused a request by the clerks that the scale as it now stands, with the additional bonus, should be made permanent. In view of the fact that the cost of living has been steadily decreasing for the past five or six months, clerks who have continued to be paid according to the Society's recommended scale of April last have in effect been receiving rises in salary commensurate with such decrease.

**Fees on consents to assignments of leases.**—At the request of certain members of the Society the Committee expressed the opinion, during the year, that consent fees, whether fixed or customary (not being charges based on Schedule II) were not subject to the 33½ per cent. addition, and such fees included all costs of correspondence, etc., in connection with the consent. The Council of the Law Society are understood to have confirmed this view.

**York and Lancaster Memorial.**—In accordance with the resolution passed at the last Annual Meeting the Committee decided to contribute the balance of the "Sheffield Solicitor's Welcome Home Fund," namely, £52 7s. 11d., to the above Memorial. In addition to this sum, individual members of the Society and their staffs subscribed a further £52 2s. specially to this fund, thus enabling the Committee to hand over £104 9s. 11d. to the Memorial Committee. It is hoped that the Memorial will be completed during the present year, and be a dignified and worthy monument to the memory of our men.

(To be continued).

### The Hardwicke Society.

The Hardwicke Society's Annual Ladies' Night Debate will, by kind invitation of the Masters of the Bench, take place in Gray's Inn Hall, on Friday, 31st March, at 8 p.m.

Master Ball (ex-president) will move—

"That the Victorian Age has been wrongly discredited."

Among the speakers will be Lady Askwith, The Very Reverend Dean Inge, Ian Hay, and Mr. G. H. Thorpe, M.P.

Tickets for members and their guests can be obtained, price 2s. 6d., from the Hon. Secretary, Mr. William Hereward, at 4, Brick Court, Temple, but will be limited in number to two tickets per member in the first instance.

## The Law of Property Bill.

The following are further extracts from the Law of Property Bill Additions since the Bill was introduced last year are printed in *italics*:—

### Mortgages.

9. **EFFECT, CREATION, AND REALISATION OF MORTGAGES OF FREEHOLDS AND LEASEHOLDS.**—For the purpose of securing that the legal estate shall vest or remain vested in a mortgagor of land or in a purchaser from a mortgagee or other person who becomes entitled to the land free from the right of redemption, the provisions contained in the Second Schedule to this Act (under which mortgages of land are to take effect or be created only by demise or sub-demise or by charge by way of legal mortgage) shall have effect, but without prejudice to the right to create equitable charges by deposit of documents or otherwise.

## CORPORATE TRUSTEE & EXECUTOR.

### THE ROYAL EXCHANGE ASSURANCE

ACTS AS

TRUSTEE of FUNDS amounting to

£30,000,000.

For Particulars apply to:

THE SECRETARY, HEAD OFFICE, ROYAL EXCHANGE, E.C.3.  
THE MANAGER, LAW COURTS BRANCH, 29-30, HIGH HOLBORN, W.C.1.  
THE TRUSTEE MANAGER, MANCHESTER BRANCH, 94-96, KING STREET.

### SECOND SCHEDULE.

[Section 9.]

PROVISIONS AS TO MORTGAGES.

1. **EXISTING FREEHOLD MORTGAGES TO TAKE EFFECT BY WAY OF DEMISE.**—(1) All land vested in a first or only mortgagee for an estate in fee simple shall, from and after the commencement of this Act, vest in the first or only mortgagee for a term of three thousand years from such commencement, without impeachment of waste, but subject to a provision for ceasing corresponding to the right of redemption which, at such commencement, was subsisting with respect to the fee simple.

(2) All land vested in a second or subsequent mortgagee for an estate in fee simple (whether legal or equitable) shall, from and after the commencement of this Act, vest in the second or subsequent mortgagee for a term one day longer than the term vested in the first or other mortgagee whose security ranks immediately before that of such second or subsequent mortgagee, without impeachment of waste, but subject to a provision for ceasing corresponding to the right of redemption which, at such commencement, was subsisting with respect to the fee simple.

(3) The estate in fee simple which, at the commencement of this Act, was vested in any such mortgagee shall, from and after such commencement, vest in the mortgagor or tenant for life of full age, statutory owner, trustee for sale, personal representative, or other person of full age who, if all money owing on the security of the mortgage and all other mortgages or charges (if any) had been discharged immediately after the commencement of this Act, would have been entitled to have the fee simple conveyed to him, but subject to any mortgage term created by this section or otherwise and to the money secured by any such mortgage or charge.

(4) If a sub-mortgage (by conveyance of the fee simple) is subsisting at the commencement of this Act, the principal mortgagee shall take the principal term created by sub-sections (1) or (2) of this section (as the case may require) and the sub-mortgagee shall take a derivative term less by one day than the term so created, without impeachment of waste, subject to a provision for ceasing corresponding to the right of redemption subsisting under the sub-mortgage.

(5) This section applies to land enfranchised by this Act as well as to land which was freehold before the commencement of this Act, and whether or not the land is registered under the Land Transfer Acts, or the mortgage is made by way of trust for sale or otherwise.

(6) Any mortgage to which this section applies may, by a declaration in writing to that effect by the mortgagee, be converted into a charge by way of legal mortgage, in which case the mortgage term shall be extinguished in the inheritance and the mortgagee shall have the same protection, powers, and remedies (including the right to take proceedings to obtain possession from the occupiers and the persons in receipt of rents and profits or any of them) as if the mortgage term had remained subsisting. The power conferred by this sub-section may be exercised by a mortgagee notwithstanding that he is a trustee or personal representative.

(7) Nothing in this section or in any such declaration shall affect the priority of any mortgagee, or his right to retain possession of documents, nor affect his title to or rights over any fixtures or chattels personal comprised in the mortgage.

(8) This section does not apply unless a right of redemption is subsisting at the commencement of this Act.

2. **EXISTING LEASEHOLD MORTGAGES TO TAKE EFFECT BY SUB-DEMISE.**—

(1) All leasehold land vested in a first or only mortgagee by way of assignment of a term of years absolute shall, from and after the commencement of this Act, vest in the first or only mortgagee for a term equal to the term assigned by the mortgage, less the last ten days thereof, but subject to a provision for ceasing corresponding to the right of redemption which at such commencement was subsisting with respect to the term assigned.

(2) All leasehold land vested in a second or subsequent mortgagee by way of assignment of a term of years absolute (whether legal or equitable) shall, from and after the commencement of this Act, vest in the second or subsequent mortgagee for a term one day longer than the term vested in the first or other mortgagee whose security ranks immediately before

that of such second or subsequent mortgagee if the length of the last-mentioned term permits, and in any case for a term less by one day at least than the term assigned by the mortgage, and subject to a provision for cesser corresponding to the right of redemption which, at the commencement of this Act, was subsisting with respect to the term assigned by the mortgage.

(3) The term of years absolute which was assigned by any such mortgage shall, from and after the commencement of this Act, vest in the mortgagor or tenant for life of full age, statutory owner, trustee for sale, personal representative, or other person of full age who, if all the money owing on the security of the mortgage and all other mortgages or charges (if any) had been discharged immediately after the commencement of this Act, would have been entitled to have the term assigned or surrendered to him, but subject to any derivative mortgage term created by this section or otherwise and to the money secured by any such mortgage or charge.

(4) If a sub-mortgage (by assignment of a term) is subsisting at the commencement of this Act, the principal mortgagee shall take the principal derivative term created by sub-sections (1) or (2) of this section or the derivative term created by his mortgage (as the case may require), and the sub-mortgagee shall take a derivative term less by one day than the term so vested in the principal mortgagee, subject to a provision for cesser corresponding to the right of redemption subsisting under the sub-mortgage.

(5) This section applies to perpetually renewable leaseholds, which are by this Act converted into long terms, with the following variations, namely:—

(a) The term to be taken by a first or only mortgagee shall be ten days less than the term created by Part VII of this Act:

(b) The term to be taken by a second or subsequent mortgagee shall be one day longer than the term vested in the first or other mortgagee whose security ranks immediately before that of the second or subsequent mortgagee if the length of the last-mentioned term permits, and in any case for a term less by one day at least than the term created by Part VII of this Act:

(c) The term created by Part VII of this Act shall, from and after the commencement of this Act, vest in the mortgagor or tenant for life of full age, statutory owner, trustee for sale, personal representative or other person of full age who, if all the money owing on the security of the mortgage and all other mortgages or charges (if any) had been discharged immediately after the commencement of this Act, would have been entitled to have the term assigned or surrendered to him, but subject to any derivative term created by this section or otherwise and to the money secured by any such mortgage or charge.

(6) This section applies whether or not the leasehold land is registered under the Land Transfer Acts or the mortgage is made by way of trust for sale or otherwise.

(7) Any mortgage to which this section applies may, by a declaration in writing to that effect by the mortgagee, be converted into a charge by way of legal mortgage, in which case the mortgage term shall be extinguished in the head term, and the mortgagee shall have the same protection, powers and remedies (including the right to take proceedings to obtain possession from the occupiers and the persons in receipt of rents and profits or any of them) as if the mortgage term had remained subsisting. The power conferred by this subsection may be exercised by a mortgagee notwithstanding that he is a trustee or personal representative.

(8) Nothing in this section or in any such declaration shall affect the priority of any mortgagee or his right to retain possession of documents, nor affect his title to or rights over any fixtures or chattels personal comprised in the mortgage, but this section does not apply unless a right of redemption is subsisting at the commencement of this Act.

3. MODE OF MORTGAGING FREEHOLDS.—(1) After the commencement of this Act a legal mortgage of an estate in fee simple shall only be capable of being effected either by a demise for a term of years absolute, subject to a provision for cesser on redemption, or by a charge by deed expressed to be by way of legal mortgage, in which case the mortgagee shall have the same protection, powers and remedies (including the right to take proceedings to obtain possession from the occupiers and the persons in receipt of rents and profits or any of them) as if a mortgage term for three thousand years without impeachment for waste had been thereby created in favour of the mortgagee.

(2) Any purported conveyance of an estate in fee simple by way of mortgage made after the commencement of this Act shall (to the extent of the estate of the mortgagor) operate as a demise of the land to the mortgagee for a term of years absolute, without impeachment for waste, but subject to cesser on redemption in manner following, namely:—

(a) A first or only mortgagee shall take a term of three thousand years from the date of the mortgage:

(b) A second or subsequent mortgagee shall take a term (commencing from the date of the mortgage) one day longer than the term vested in the first or other mortgagee whose security ranks immediately before that of such second or subsequent mortgagee:

And, in this subsection, any such purported conveyance as aforesaid includes an absolute conveyance with a deed of defeasance, and any other assurance which (but for this sub-section) would operate in effect to vest the fee simple in a mortgagee subject to redemption.

#### THE MIDDLESEX HOSPITAL.

WHEN CALLED UPON TO ADVISE AS TO LEGACIES, PLEASE DO NOT FORGET THE CLAIMS OF THE MIDDLESEX HOSPITAL, WHICH IS URGENTLY IN NEED OF FUNDS FOR ITS HUMAN WORK.

(3) But where the mortgage includes fixtures or chattels personal the statutory power of sale and the rights to foreclose and take possession shall extend to the absolute or other interest therein affected by the charge. [Altered.]

(4) This section applies whether or not the land is registered under the Land Transfer Acts or the mortgage is expressed to be made by way of trust for sale or otherwise; and a first mortgagee shall have the same right to possession of documents as if his security included the fee simple.

(5) Without prejudice to the provisions of this Act respecting legal and equitable powers, every power to mortgage or to lend money on mortgage of an estate in fee simple shall be construed as a power to mortgage the same for a term of years absolute, without impeachment for waste, or by a charge by way of legal mortgage or to lend on such security.

(6) Nothing in this Act shall affect the rule of law that a legal term may be created to take effect in reversion expectant on a longer term.

4. MODE OF MORTGAGING LEASEHOLDS.—(1) After the commencement of this Act a legal mortgage of a term of years absolute shall only be capable of being effected either by a sub-demise for a term of years absolute, less by one day at least than the term vested in the mortgagor, and subject to a provision for cesser on redemption, or by a charge by deed expressed to be by way of legal mortgage, in which case the mortgagee shall have the same protection, powers and remedies (including the right to take proceedings to obtain possession from the occupiers and the persons in receipt of rents and profits or any of them) as if a sub-term less by one day than the term vested in the mortgagor had been thereby created in favour of the mortgagee. And where a licence to sub-demise by way of mortgage is required, such licence shall not be unreasonably refused.

(2) Any purported assignment of a term of years absolute by way of mortgage made after the commencement of this Act shall (to the extent of the estate of the mortgagor) operate as a subdemise of the leasehold land to the mortgagee for a term of years absolute, but subject to cesser on redemption, in manner following, namely:—

(a) The term to be taken by a first or only mortgagee shall be ten days less than the term expressed to be assigned:

(b) The term to be taken by a second or subsequent mortgagee shall be one day longer than the term vested in the first or other mortgagee whose security ranks immediately before that of the second or subsequent mortgagee if the length of the last mentioned term permits, and in any case for a term less by one day at least than the term expressed to be assigned:

And, in this sub-section, any such purported assignment as aforesaid includes an absolute assignment with a deed of defeasance and any other assurance which (but for this sub-section) would operate in effect to vest the term of the mortgagor in a mortgagee subject to redemption.

(3) But where the mortgage includes fixtures or chattels personal the statutory power of sale and the rights to foreclose and take possession shall extend to the absolute or other interest therein affected by the charge. [Altered.]

(4) This section applies whether or not the land is registered under the Land Transfer Acts, or the mortgage is made by way of sub-mortgage of a term of years absolute, or is expressed to be by way of trust for sale or otherwise, and a first mortgagee shall have the same right to possession of documents as if his security had been effected by assignment.

(5) Without prejudice to the provisions of this Act respecting legal and equitable powers, every power to mortgage or to lend money on mortgage of a term of years absolute by way of assignment shall be construed as a power to mortgage the same by sub-demise for a term of years absolute or by a charge by way of legal mortgage, or to lend on such security.

5. REALISATION OF FREEHOLD MORTGAGES.—(1) Where a mortgagee of a term of years absolute, limited out of an estate in fee simple or a charge by way of legal mortgage affecting an estate in fee simple sells under his statutory or express power of sale, the conveyance by him (made after the commencement of this Act) shall operate to vest the fee simple in the land conveyed in the purchaser (subject to any mortgage term or charge by way of legal mortgage having priority to the mortgage in right of which the sale is made and to any money thereby secured), and thereupon the mortgage term (if any) and any subsequent mortgage term or charge by way of legal mortgage shall merge or be extinguished as respects the land conveyed; and such conveyance may, as respects the fee simple, be made in the name of the estate owner in whom it is vested.

(2) Where any such mortgagee obtains an order for foreclosure absolute, the order shall operate to vest the fee simple in him (subject to any mortgage term or charge by way of legal mortgage having priority to the mortgage in right of which the foreclosure is obtained and to any money thereby secured), and thereupon the mortgage term (if any) shall thereby be enlarged into the fee simple, and any subsequent mortgage term or charge by way of legal mortgage bound by the order shall thereupon be extinguished.

(3) Where any such mortgagee acquires a title under the Limitation Acts, he, or the persons deriving title under him, may enlarge the mortgage term into a fee simple under the provisions of section sixty-five of the Conveyancing Act, 1881, discharged from any mortgage term or charge by way of legal mortgage affected by the title so acquired, or in the case of a charge by way of legal mortgage may by deed declare that the fee simple is vested in him discharged as aforesaid, and the same shall vest accordingly.

(4) In the case of a sub-mortgage by sub-demise of a long term (less a nominal period) itself limited out of an estate in fee simple, the foregoing provisions of this section shall operate as if the derivative term (if any)

created by the sub-mortgage had been limited out of the fee simple, and so as to enlarge the principal term and extinguish the derivative term created by the sub-mortgage as aforesaid.

(5) This section applies whether the mortgage was created before or after the commencement of this Act, but shall not operate to confer a better title to the fee simple than would have been acquired if the same had been conveyed by the mortgage (being a valid mortgage) and the restrictions imposed by this Act in regard to the effect and creation of mortgages were not in force, and all prior mortgages (if any) had been created by demise or by charge by way of legal mortgage.

6. REALISATION OF LEASEHOLD MORTGAGES.—(1) Where a mortgagee of a term of years absolute limited out of another term of years absolute or a charge by way of legal mortgage affecting any such term sells under his statutory or express power of sale, the conveyance by him (made after the commencement of this Act) shall operate to convey not only the mortgage term, if any, but also (unless expressly excepted) the leasehold reversion affected by the mortgage to the purchaser (subject to any mortgage term or charge by way of legal mortgage having priority to the mortgage in right of which the sale is made and to any money thereby secured) and the mortgage term, if any, and any subsequent mortgage term or charge by way of legal mortgage shall, subject to any express provision to the contrary contained in the conveyance, merge in such leasehold reversion or be extinguished therein; and such conveyance may, as respects the leasehold reversion, be made in the name of the estate owner in whom it is vested. And where a licence to assign is required on a sale by a mortgagee, such licence shall not be unreasonably refused.

(2) Where any such mortgagee or chargee by way of legal mortgage obtains an order for foreclosure absolute, the order shall (unless it otherwise provides) operate (without giving rise to a forfeiture for want of a licence to assign) to vest the leasehold reversion affected by the mortgage and any subsequent mortgage term in him, and thereupon the mortgage term and any subsequent mortgage term or charge by way of legal mortgage bound by the order shall (subject to any express provision to the contrary contained in the order) merge in such leasehold reversion or be extinguished therein.

(3) Where any such mortgagee or chargee by way of legal mortgage acquires a title under the Limitation Acts, he, or the persons deriving title under him, may by deed declare that the leasehold reversion affected by the mortgage and any subsequent mortgage term affected by the title so acquired shall vest in him, free from any right of redemption which is barred, and the same shall (without giving rise to a forfeiture for want of a licence to assign) vest accordingly, and thereupon the mortgage term, if any, and any other mortgage term or charge by way of legal mortgage affected by the title so acquired shall (subject to any express provision to the contrary contained in the deed) merge in such leasehold reversion or be extinguished therein.

(4) In the case of a sub-mortgage by sub-demise of a term (less a nominal period) itself limited out of a leasehold reversion, the foregoing provisions of this section shall operate as if the derivative term created by the sub-mortgage had been limited out of the leasehold reversion and so as (subject as aforesaid) to merge the principal mortgage term therein as well as the derivative term created by the sub-mortgage.

(5) This section shall take effect without prejudice to any incumbrance or trust affecting the leasehold reversion which has priority over the mortgage in right of which the sale, foreclosure, or title is made or acquired, and shall apply whether the mortgage is executed before or after the commencement of this Act, but shall not apply where the mortgage term does not comprise the whole of the land included in the leasehold reversion unless the rent (if any) payable in respect of that reversion has been apportioned as respects the land affected, or the rent is of no money value, or no rent is reserved, and unless the lessee's covenants and conditions (if any) have been apportioned, either expressly or by implication, as respects the land affected.

7. REALISATION OF EQUITABLE CHARGES BY THE COURT.—(1) Where an order for sale is made by the court in reference to an equitable charge on land (not secured by a legal term of years absolute or by a charge by way of legal mortgage) the court may, in favour of a purchaser, make a vesting order conveying the land or creating a legal term of years absolute therein, or may appoint a person to convey the land or create a legal term of years absolute, as the case may require, in like manner as if the charge had been created by demise or sub-demise or by a charge by way of legal mortgage pursuant to this Act, but without prejudice to any incumbrance having priority to the charge unless the incumbrancer consents to the sale.

(2) This section applies to charges and liens made or arising before or after the commencement of this Act, but not to charges which have been over-riden by reason of no land charge having been registered or otherwise, under the powers conferred by this Act before a lis pendens has been registered in respect of the proceedings.

8. CONSOLIDATION, TACKING AND FURTHER ADVANCES.—(1) Nothing in Part I of this Act shall, in reference to mortgages, affect any right of consolidation subsisting at the commencement of this Act or render inoperative a stipulation, in relation to any mortgage made before or after such commencement, that section seventeen of the Conveyancing Act, 1881, shall not apply hereto.

(2) Nothing in Part I of this Act shall affect any priority acquired before the commencement of this Act by tacking, or in respect of further advances made, without notice of a subsequent incumbrance or by arrangement with the subsequent incumbrancer.

[Former sub-clause (3) allowing tacking in the absence of notice withdrawn.]

(3) After the commencement of this Act, the right of a prior mortgagee to make further advances to rank in priority to subsequent mortgages

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(whether legal or equitable) without an arrangement being made with the subsequent mortgagees, shall depend on whether he had notice of the subsequent mortgages at the time when the advance was made by him.

(4) In reference to the making of further advances after the commencement of this Act a mortgagee shall not be deemed to have notice of an incumbrance merely by reason that it was registered as a land charge or in a local deeds registry, if it was not so registered at the date of the original advance or when the last search (if any) was made, which last happened, but in other respects the registration in a deeds registry shall operate as notice of the incumbrance as respects land within the jurisdiction of the local registry.

(5) This section applies to mortgages of freehold and leasehold land made before or after the commencement of this Act, but not to charges registered under the Land Transfer Acts.

9. AS TO TAKING POSSESSION AND AS TO UNDIVIDED SHARES AND THE CESSER OF MORTGAGE TERMS.—(1) Nothing in Part I of this Act shall affect prejudicially the right of a mortgagee of land (whether or not his charge is secured by a legal term of years absolute) to take possession of the land, or to appoint a receiver of the income thereof.

(2) A mortgagee of an undivided share in land shall have the same power to sell his share in the proceeds of sale of the land and in the rents and profits thereof until sale, as, independently of Part I of this Act, he would have had in regard to the share in the land; and shall also have a right to require the trustees for sale in whom the land is vested to account to him for the income attributable to that share or to appoint a receiver to receive the same from such trustees corresponding to the right which, independently of Part I of this Act, he would have had to take possession or to appoint a receiver of the rents and profits attributable to the same share.

(3) Without prejudice to the right of a tenant for life or other person having only a limited interest in the equity of redemption to require a mortgage to be kept alive by transfer or otherwise, a mortgage term shall, after the money secured by the mortgage has been discharged, become a satisfied term and shall cease.

## Portia's Head-dress.

The women law students, says the *Daily News*, are awaiting with anxiety the decision of the five eminent judges who are to settle the question of wigs or caps for women barristers. This Committee, which includes the Lord Chief Justice and the Master of the Rolls, has met more than once, but no decision has yet been reached.

The five judges have so far had no feminine adviser to assist them at their deliberations.

One of the proposals made by the Judges' Committee is that women barristers should wear a cap similar to that worn by the women graduates and undergraduates at Oxford, but the women students who are reading for the Bar are said to be in favour of wearing wigs, and it is probable that they will be asked their opinion before the judges' decision is made absolute.

Some definite rules will also have to be laid down in regard to the dress to be worn under the gown. As it is against etiquette for barristers to wear light suits, it is probable that women will be prohibited from wearing coloured blouses and skirts, low necks, and short sleeves, when in the courts.

The judges must decide these questions very soon, for it is expected that the first woman barrister will be called on 10th May, the next call day.

The bracket clock which for many years hung in the library of Charles Dickens's friend and biographer, John Forster, has been presented to the London Library by Mr. Herbert Chitty and Miss J. E. Chitty. John Forster was one of the original members of the London Library. The clock belonged to Judge Chitty, one of John Forster's executors, and remained in the possession of his widow until her death recently. The clock has been fixed on the wall of the entrance room of the London Library.

## The Retirement of Sir Forrest Fulton.

On the 16th inst. Sir Forrest Fulton, K.C., Recorder of London, bade farewell to the members of the Bar practising before him at the Central Criminal Court. The Lord Mayor was prevented from being present by an official engagement.

The members of the Court of Aldermen who attended were Lord Marshall, Sir George Truscott, and Sir Charles Wakefield. A large number of counsel were present, including Sir E. Marshall Hall, K.C., Sir Ernest Wild, K.C., Mr. Serjeant Sullivan, K.C., Sir H. Curtis Bennett, K.C., Mr. Hollis Walker, K.C., Sir Richard Muir, Mr. Travers Humphreys, Mr. Percival Clarke, Mr. Eustace Fulton, and Mr. H. D. Roome. Sir Archibald Bodkin, Director of Public Prosecutions, Sir L. Kershaw, Master of the Crown Office, and Mr. Guy Stephenson, Assistant Director of Public Prosecutions, occupied places in the Bar seats. On Sir Forrest Fulton's right were the Common Serjeant (Mr. H. F. Dickens, K.C.) and Judge Atherley-Jones, K.C.

Sir E. Marshall Hall, K.C., said that on behalf of his colleagues at the Bar he desired to express to the Recorder the goodwill they bore him and their great regret at his retirement. The Recorder had discharged his duties in a way which had earned the affection and admiration of the Bar. He had always treated the Bar with extreme courtesy, and he was going away with the goodwill and esteem of his colleagues. The Bar wished him long life and good health and happiness in his retirement.

Sir Richard Muir, on behalf of the Junior Bar, said that three generations of the Bar had practised before the Recorder, whose personality had attracted to the Court the very best class of recruits, and kept them there. The friendship which had existed between the Bench and the Bar at the Court had been unbroken. He brought to the Bench the result of many years of large and varied practice, and the qualities he had shown had won their lasting affection and gratitude.

The Recorder, in reply, said he was very grateful for the kind expression of their good opinion. He referred to the serious illness he had had which made him think it better to resign the position.

On the 23rd of this month he would have been twenty-two years Recorder of London, and it was very nearly thirty years since he became a permanent Commissioner of Assize, as he was appointed Common Serjeant in August, 1892. It was a long judicial service. No judge of first instance or of the Court of Appeal or Law Lord or ex-judge now living had been appointed when he first took his seat as a Commissioner of the Central Criminal Court in the September Session of 1892. Of course, he was referring to judges of the High Court only. He had, until the other day, two seniors—Lord Halsbury, who became Lord Chancellor in 1885, and Lord Lindley, who was made a judge of the Common Pleas in 1875; both had recently died.

The business of the Court had greatly increased in recent years, and the cases were much longer and more complicated than they used to be when he commenced to practise there fifty years ago. At that time the Session seldom lasted more than a week, but this was before the days when the prisoner could give evidence on his own behalf. He could truly say that it had ever been his aim to temper justice with mercy, and, whenever he could conscientiously do so, to abstain from passing any sentence of imprisonment at all. It was, he thought, a misfortune that they have not (say) two additional legal Commissioners who would be available to sit there if one of the permanent judges was unable to take his seat through illness or other unavoidable cause, receiving, of course, a reasonable honorarium. He had little doubt that the Lord Chancellor would be willing to add the names of two suitable barristers to the Commission. The one thing he looked back upon with unalloyed pleasure was his connection with the members of the Bar practising there and at the Mayor's Court—several generations of distinguished advocates, with not one of whom he remembered ever having had a serious difference. He parted from them with the deepest regret and he bade them all an affectionate farewell.

## The Abolition of Capital Punishment.

James Hutton Williamson, miner, aged 37, was, says *The Times*, executed at Durham on Tuesday, for the wilful murder of his wife at Houghton. The condemned man had embraced the Roman Catholic faith in order, as he said, "to meet his wife again in the Great Beyond." He had a hearty breakfast before leaving the cell.

The Coroner (Mr. Graham) at the inquest condemned executions as a barbaric system, which did not act as a deterrent to crime. A greater punishment, he said, was penal servitude for life with no remission on account of good behaviour. If a criminal had not the opportunity of taking his own life, the longer he lived the greater the punishment, because every man, whether good or bad, was possessed of a conscience. This would give ministers of religion a better opportunity of striving to secure a man's salvation from eternal perdition than the short period between sentence and execution. A man who could on the morning of his execution eat a hearty breakfast showed no signs of remorse or forgiveness.

Executions, said the coroner, were a mistake, and were a sickening business all round. For almost 50 years he had held office as coroner, and therefore spoke from experience and observation.

## Obituary.

### Mr. Justice James W. Longley.

A *Reuter's* message from Halifax (Nova Scotia), of 16th March, says:—The death is announced of Mr. Justice JAMES WILBERFORCE LONGLEY, of the Supreme Court of Nova Scotia, and a well-known *littérateur*. Mr. Justice Longley, says *The Times*, came of an old Massachusetts family, which settled in Nova Scotia with the United Empire Loyalists after the Revolution. He was born in 1849 at Paradise (Nova Scotia), and graduated from Acadia University. He read law in Halifax, and was called to the Bar in 1875, but for many years he devoted a great part of his energies to journalism, being for some time managing editor of the *Halifax Chronicle*. In politics he was a strong Liberal, and from 1884 till 1905 he was a member of the Liberal Cabinets in Nova Scotia under Mr. Fielding, the former, and Mr. Murray, the present Premier, his office being that of Attorney-General. In 1905 he was promoted to the Bench. Mr. Justice Longley was an authority on Canadian History, and among the many books which he wrote is a *Life of Joseph Howe*, the foremost Liberal statesman of the Maritime Provinces, in the series "Makers of Canada." He also wrote a "Political History of Canada," in several volumes.

## Legal News.

### Appointments.

Mr. ANDREW HENDERSON BRIGGS CONSTABLE, K.C., Dean of the Faculty of Advocates, has been appointed Solicitor-General for Scotland in succession to Mr. C. D. Murray, K.C., M.P. The new Scottish Solicitor-General is a son of the late W. Briggs Constable, of Benarty, Fife. He was educated at Dollar Academy and Edinburgh University, was called to the Scottish Bar in 1889, took silk in 1908, and was elected Dean of the Faculty two years ago.

At a meeting on Tuesday of the Court of Aldermen, at which the Lord Mayor presided, Sir ERNEST WILD, K.C., M.P., was appointed Recorder of London, in succession to Sir Forrest Fulton, K.C., who retires on the 25th inst. after holding the position since 1900. The appointment is subject to the approval of the Crown. The salary attached to the office is £4,000 per annum. Apart from politics, he is chiefly known as a criminal lawyer.

### General.

Mr. Frederick Walter Atkey, of Sackville-street, Piccadilly, and Alderbrook, Crowthorne, Berks, solicitor, left estate gross value £20,038.

At a meeting of the City of London Corporation, on 16th March, a report from the Police Committee opposing the introduction of the rule of "keep to the left" for pedestrians was carried without a dissentient.

Dame Clara Jessie Chitty, of Onslow-gardens, South Kensington, who died on 6th January, widow of Sir Joseph Chitty, a Lord Justice of Appeal, daughter of the late Sir Frederick Pollock, Bt., has left £8,217.

The King has been pleased, by Letters Patent under the Great Seal dated the 10th day of March, 1922, to grant unto The Right Honourable Alfred Tristram, Lord Trevethin, formerly Lord Chief Justice of England, an annuity of £4,000, commencing from the 1st day of March, 1922, inclusive.

In a paternity case heard at Brighton on Tuesday, the solicitor for the complainant argued that notwithstanding the fact that the longest period of gestation known in this country was 331 days, it was possible, as in the case of the complainant, that it might be extended to 342 days. Before the birth of the child, the defendant, a musician, had offered to contribute towards its support, but eventually withdrew the offer. On his behalf it was argued that it was against all human probability that such a period could elapse before birth, and that the defendant not unnaturally refused to admit paternity when he discovered that the baby was born 11 months after he had last seen the complainant. The Bench dismissed the case on the ground of lack of corroboration as to the possibility of gestation of 342 days.

At Brighton County Court, before Judge Moore Cann, on the 9th inst., Alfred William Howell, beer retailer, of Alpine-road, Rotherhithe, brought an action against William Thomas Webbon to recover possession of a house in Queen's Park-road, Brighton. Mr. Graham Hooper, for the plaintiff, said that the house was purchased for Mrs. Howell, who was ill. Last November she left to go to London. On 5th December the defendant broke a window, entered the house, and took possession with his wife and eight children. He had remained there ever since and had paid no rent. The defendant said that he was thrown into the street with his family. He broke into this house and would break into another if turned out. The Judge, declaring that this was nothing more or less than anarchy, made an order for possession in three weeks.

At the Central Criminal Court, on the 6th March, Edmund Clayton, 26, variety artist, and James Smith, 35, engineer, were found guilty of stealing jewellery from houses in the West-end. Judge Atherley-Jones sentenced Smith to three years' penal servitude and Clayton to 15 months' imprisonment with hard labour. The prisoners were stated to

have called at three furnished houses in the West-end. Smith presented an "order to view," stating that he wished to become the tenant. They were shown over the premises, and after they had left valuable jewellery was missed. Both the prisoners had been previously convicted. Judge Atherley-Jones, in summing up, said that in view of the fact that this kind of theft was not entirely unknown, it might not be undesirable that house agents should not give promiscuously orders to view without some slight inquiry as to the antecedents and character of the applicant's.

At the sitting of the Judicial Committee of the Privy Council on the 15th inst., Lord Shaw, delivering judgment in a Madras appeal, said there had been numerous suits and decrees in which the rights of the landholders had been determined in accordance with leases substantially, if not entirely, in the same terms as those in the present suit. In 1904 the Divisional Officer pronounced judgment in the landholders' favour and said the dispute was identical with those previously decided. Their lordships now repeated the dictum pronounced eighteen years ago. It was a truly deplorable circumstance that judicial time should have been occupied and the substance of parties wasted by litigation over a further period of eighteen years for settling practically the same point. The careful provisions made by legislation for the steady protection from year to year of the rights of occupancy, tenants and landlords, had been put on one side and fruitless and repeated litigations had been indulged in.

During the trial of Mrs. Peel at the Old Bailey on the 13th inst., says *The Times*, Mr. Justice Darling, before adjourning the court for lunch, said he was sorry that in that court, which was the chief Criminal Court of the country, there was no means whatever for the jury to remain together in their own rooms and have luncheon there. The only occasion on which that could ever be done was in murder cases, when the Sheriffs provided meals for jurors who were kept together for some days. But in important cases such as the one before them, the jurors had to go outside to get refreshment. I am sorry for it (the Judge continued), because everybody knows that that is open to grave abuse. Jurors are sometimes molested. I would ask you not to let anyone speak to you during the time you are absent from the court. I have mentioned the matter of making such provision as I have suggested several times. I have mentioned it to the Aldermen and Sheriffs of this City. So far nothing has been done, and I feel bound to mention it now publicly in the hope that these will be the last Sessions at which the jury will be open to the necessity of going outside for refreshments.

Professor Donnan, F.R.S., says *The Times* under "Estate Market" (20th inst.), in an article in the new number of the *University College Magazine*, urges that the formation of a residential quarter is essential in connection with the contemplated concentration of the University of London work at Bloomsbury. He says:—"Gray's Inn is close to the Bloomsbury area and would offer in many respects an ideal residence for University students. It might be difficult to persuade the Benchers of Gray's Inn to sell their property, but such difficulties exist only to be surmounted. About six barristers occupy rooms in Gray's Inn. There are 121 solicitors. The remaining occupants, with few exceptions, have no connection with the law. It would not seem impossible for the Benchers and barristers of Gray's Inn to distribute themselves among the other Inns. What a place Gray's Inn would be for us. The old houses, gardens, and squares would instantly create a University atmosphere of dignity and peace. And if the Benchers gave us also their old hall we should have something to dream about. . . . It is not in the hardened hearts of old men that the hopes of the future are born."

Sir Alfred Mond, says *The Times*, received, at the Ministry of Health on 16th March, a deputation from the National Council for Lunacy Reform, consisting of Lord Henry Cavendish-Bentinck, M.P. (hon. treasurer), Miss Lena Ashwell, Dr. M. B. Ray, Dr. James Glover, Mr. W. Halls, M.P., Mr. W. H. Thompson, Mr. E. G. Smith (hon. secretary), and Mrs. Ayrton Gould (organizing secretary). Captain C. E. Loseby introduced the deputation. The proceedings were private, but *The Times* is informed that the deputation strongly urged the appointment of a Royal Commission to inquire into every detail of the present lunacy administration and to propose alterations in treatment and such legislative amendments as may be needed to bring about a right method of dealing with mental cases. The council also expressed its strong opposition to legislation which might be introduced by the Government to extend the area of authority of the Board of Control. Its speakers advanced a number of reasons for demanding a Commission. In response the Minister of Health admitted the urgent need for reform and that the present system treated lunacy as a crime rather than a disease to be cured. He stated that he was about to introduce a Bill which would meet some of the points advanced by the Council.

Certain experiences of British firms doing business with French houses have, says *The Times* under "City Notes" (22nd inst.), shown the need for all those similarly transacting business, or contemplating doing so, to familiarize themselves, if they have not already done so, with the law permitting what is known as *Réglement Transactionnel*. This law was drafted for the amelioration of financial difficulties directly due to the war, and received, when introduced, a good deal of publicity. Briefly, the law is understood to permit any firm whose financial difficulties are considered to be traceable to the war to apply to the Tribunal of Commerce for the appointment of a liquidator, and to carry through a scheme of reorganization, subject to the approval of a certain percentage of the

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creditors. This reorganization is regarded as a form of provisional liquidation, and creditors who do not prove their claims by a specified date, or whose claims are not admitted by then, cannot, it seems, claim afterwards. Cases have been brought to the notice of *The Times* in which British firms learned too late that this French law had been invoked. They learned of it only to find that there was not sufficient time in which to file their claims. The moral seems to be that others doing business in France should always have in mind the effect of the law.

## Court Papers.

### Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON						
Date		EMERGENCY ROTA.	APPEAL COURT No. 1.	Mr. Justice EVELL.	Mr. Justice PETERSON.	
Monday Mar. 27	Mr. Bloxam	Mr. Syngé	Mr. More	Mr. Jolly	Mr. Jolly	Mr. Jolly
Tuesday ..... 28	Hicks Beach	Garrett	Jolly	More	More	More
Wednesday .... 29	Jolly	Bloxam	More	Jolly	Jolly	Jolly
Thursday ..... 30	More	Hicks Beach	Jolly	More	More	More
Friday ..... 31	Syngé	Jolly	More	Jolly	Jolly	Jolly
Saturday Apr. 1	Garrett	More	Jolly	More	More	More
Date		Mr. Justice SARGANT.	Mr. Justice RUSSELL.	Mr. Justice ASTBURY.	Mr. Justice P. O. LAWRENCE.	
Monday Mar. 27	Mr. Syngé	Mr. Garrett	Mr. Bloxam	Mr. Hicks Beach	Mr. Hicks Beach	Mr. Hicks Beach
Tuesday ..... 28	Garrett	Syngé	Hicks Beach	Bloxam	Bloxam	Bloxam
Wednesday .... 29	Syngé	Garrett	Bloxam	Hicks Beach	Hicks Beach	Hicks Beach
Thursday ..... 30	Garrett	Syngé	Hicks Beach	Bloxam	Bloxam	Bloxam
Friday ..... 31	Syngé	Garrett	Bloxam	Hicks Beach	Hicks Beach	Hicks Beach
Saturday Apr. 1	Garrett	Syngé	Hicks Beach	Bloxam	Bloxam	Bloxam

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## It might have been!

"For of all sad words of tongue or pen, the saddest are these—'It might have been!'" Thus wrote Whittier. Failure to take the advice of those who know, and of the Editor of "Truth" in particular, leads to such a sacrifice as the instance given in "The Times" of 14th March, when it was stated that the Persian Carpet from the City Equitable Board-room, which cost £1,500, only realised at the sale £40. Another glaring instance was that of the late Colonel North's sale at Eltham. A picture for which £2,000 had been given sold at auction for £1. Now for the contrast and the reason why people are flocking to Calder House. The following appeared in "The Times," of 10th March:—

Mr. Hurcomb's sale at Calder House, Piccadilly, included, in addition to the fourteenth-century ivory diptych mentioned in "The Times" of Wednesday, an early Chippendale Mahogany Secrétaire Cabinet which brought £160; a Chelsea Bust of Voltaire, £23; a Charles II Two-handed Porringer and Cover (1681) at 115s. per ounce, £133; a Diamond Tiara and six fittings, £265; a Diamond Ornament, £372; and a Diamond Tiara, £400.

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THE DATE MENTIONED.

London Gazette.—TUESDAY, March 14.

FISHERTON CAR SUPPLY CO. LTD. April 8. Frank T. Shearcroft, 22, Newgate-st., E.C.1.  
COCHRAN & EVERSHED LTD. April 22. Robert Carpenter, Midland Bank Chambers, North-st., Brighton.  
THE JOYCE MANUFACTURING CO. LTD. April 22. Robert Carpenter, Midland Bank Chambers, North-st., Brighton.  
THE SURESS MOTOR YACHT CLUB LTD. April 22. Robert Carpenter, Midland Bank Chambers, North-st., Brighton.  
A. T. GUINNESS & CO. LTD. April 20. Herbert Barney, 16, Great James-st., W.C.1.  
CAMEROY HALL & CO. LTD. April 20. James Frith, 14, St. James-st., Sheffield.  
ARTHUR H. TAYLOR LTD. April 15. David J. Gibb, 77, King-st., Manchester.  
HAWDON'S LTD. March 31. Wm. Stratford Piper, 62, John-st., Sunderland.

London Gazette.—FRIDAY, March 17.

CLIFTON HOTEL CO. (LYTHAM) LTD. March 28. Richard Hibby, 14, Birley-st., Blackpool.  
WHITBY EMPIRE ELECTRIC THEATRE LTD. April 25. West Hodgson, South View, Whitby.  
HARTFORD INVESTMENT CO. LTD. April 25. F. Lindsay Fisher, Basildon House, Basinghall-st., E.C.  
THE "CAMILLO" TANK STEAMSHIP CO. LTD. April 24. William Lawton, 20, Castle-st., Liverpool.  
GLOBE TRANSPORT LTD. April 29. John H. Dodds, 10, Dale-st., Liverpool.  
THE BASKERVILLE PRESS LTD. April 29. W. Stanley Deyes, 10, Cook-st., Liverpool.  
ACKWORTH PUBLIC ROOMS. April 1. William Simpson, Secretary, Prospect-place, Ackworth.  
E. A. DA COSTA & CO. LTD. April 25. Christopher Ogle, 2, Austin Friars, E.C.

London Gazette.—TUESDAY, March 21.

MEYER & CO. LTD. April 28. Lionel Maltby, 5, London Wall-buildings.  
PORTOBELLO PRESERVES CO. LTD. April 15. Charles G. Larking, Bank-chambers, Maidstone.  
THE ONTARIO PORCUPINE GOLDFIELDS DEVELOPMENT CO. LTD. April 29. A. E. Cave, Moorgate Court, Moorgate-place, E.C.  
FRANK & MONTAGUE LTD. April 29. A. E. Cave, Moorgate-court, E.C.  
CITY SCHOOL OF WIRELESS TELEGRAPHY LTD. April 15. A. Lloyd, 61, High-st., Manchester.  
THE NORRIS-FARROW ADVERTISING SERVICE LTD. April 25. Herbert J. Armstrong, Emerson-chambers, Newcastle-upon-Tyne.  
THE FRANCO-BRITISH TRADING CO. LTD. April 7. Arthur H. Atchley, Strathgry, Amersham, Bucks.  
SAMPSONS (LONDON) LTD. April 11. Alexander B. Bryden, 108A, Cannon-st.

## Resolutions for Winding-up Voluntarily.

London Gazette.—TUESDAY, March 14.

T. C. Wray Ltd.  
The Aberystwyth Corn and General Market Co. Ltd.  
Walton Shipping Co. Ltd.  
The Binswood Garage Co. Ltd.  
Mile Oak Farms Ltd.  
Goodfale Ltd.  
Britains (de France) Ltd.  
Hartley Lancaster & Nove Ltd.  
Portobello Preserves Co. Ltd.  
Merchants' Restaurant Co. Ltd.  
W. H. Francis & Co. Ltd.  
Campion Hall & Co. Ltd.  
E. H. White & Co. Ltd.  
Fisherton Cab Supply Co. Ltd.  
Optics Ltd.  
Royton Motor Co. Ltd.  
Hertford Investment Co. Ltd.

Britannia Motor Sheet Metal Works Ltd.  
British Berna Motor Lorries Ltd.  
The Downing Coal and Shipping Co. Ltd.  
Olivers (Leeds) Ltd.  
Electric Pictures (Dover) Ltd.  
The British Legion (North Shields and District Branch) Ltd.

London Gazette.—FRIDAY, March 17.

Jasper Waite & Son Ltd.  
The Whitby Empire Electric Theatre Ltd.  
The Midland Electric Co. (Southport) Ltd.  
"Chic" Hosiery Co. Ltd.  
Morosini Papiaris & Co. (Alexandria) Ltd.  
Grape Juice Co. Ltd.  
Warwick Magazine Co. Ltd.  
The Surrey Soapmakers Ltd.  
Tinklers Ltd.  
The Midland Counties Real Estates Purchase & Advance Co. Ltd.  
Columbia Beauty Specialities Co. Ltd.  
Clarendon Film Co. Ltd.  
Alanco Ltd.  
Wayford Tenants Ltd.  
Lisburne Development Syndicate Ltd.  
A. Angus Ltd.  
Warwickshire Fruit and Vegetable Collecting Society Ltd.  
The Newport and Monmouthshire Newspaper Co. Ltd.  
The National Medical Aid Co. Ltd.  
Dock & General Transport Co. Ltd.  
G. & R. Firth Ltd.  
Richard Landless and Sons Ltd.  
British Switchgear Ltd.  
The Appleby Agricultural Auction Mart Co. Ltd.  
Clifton Hotel Co. (Lytham) Ltd.  
H. Barnett (Driffield) Ltd.  
H. Morris & Sons Ltd.  
Cargo Carriers Ltd.  
Welsh Mines Corporation Ltd.  
The Baskerville Press Ltd.  
Horsfall Piano Manufacturing Co. Ltd.  
Super-Vice (Hoddesdon) Ltd.

London Gazette.—TUESDAY, March 21.

Rundle & Campbell Ltd.  
Victory Halls Ltd.  
Dobell, Hardy & Co. Ltd.  
The Alliance Die Castings Co. (Covey) Ltd.  
Kendrick Motor Engineering Co. Ltd.  
Baltic Wharf Chemicals Ltd.  
Hopkins, Jones & Co. Ltd.  
T. Cohen & Co. Ltd.  
The Leighton Buzzard Concrete Co. Ltd.  
Dean Brown & Co. Ltd.  
Acorn Barge Building Co. Ltd.  
Cross Country Electric Cinemas Ltd.  
Electric Brass Wares Ltd.  
"Anglo" Brewing Co. Ltd.  
Shrivelle & Co. Ltd.  
Amfield Plain and District Motor Co. Ltd.  
Sibleys Ltd.  
G. Rudloff Grubb, Lens and Rowland Engineering Works Ltd.  
City School of Wireless Telegraphy Ltd.  
United Kingdom Colonial & Foreign Insurance Co. Ltd.  
Birmingham Brass Stamping Co. Ltd.  
Patton, Newcombe & Co. Ltd.  
Merchandise Sales Co. Ltd.  
Sampsons (London) Ltd.  
Unity Clothing and Furnishing Supply Co. Ltd.  
Lonabare Trading Co. Ltd.

## Bankruptcy Notices.

London Gazette.—TUESDAY, March 14.

ADAMS, FRED, Abertillery. Tredegar. Pet. March 8. Ord. March 8.  
ANDREWS, ALFRED, Hastings. Kingston (Surrey). Pet. Nov. 5. Ord. March 9.  
ANSALDO, J., Swansea. Swansea. Pet. Feb. 7. Ord. March 10.  
ARONOFF, SOLOMON, Fleur-de-Lys, Mon. Tredegar. Pet. March 9. Ord. March 9.  
ASKWITH, FRED, Asenby, Thirsk. Harrogate. Pet. Feb. 21. Ord. March 10.  
BISHOP, ALFRED, Craven Arms. Leominster. Pet. March 10. Ord. March 10.  
BLAKE, JAMES W., Gateshead. Newcastle-upon-Tyne. Pet. March 9. Ord. March 9.  
BOWERS, GEORGE H., Davyholme, near Manchester. Salford. Pet. Feb. 22. Ord. March 10.  
BROWNE, EDGAR M., Regent-st. High Court. Pet. Sept. 5. Ord. March 3.  
BRUCE, WILLIAM E., Batley. Dewsbury. Pet. March 10. Ord. March 10.

CANNON, WILLIAM C., Kingswood nr. Aylesbury. Aylesbury. Pet. March 10. Ord. March 10.  
CAUTHERBERG, FELICIE E., Bradford. Bradford. Pet. Feb. 27. Ord. March 10.  
CHEETHAM, R. B., Derby. Derby. Pet. Feb. 22. Ord. March 9.  
CINAMO, GAETAKO, Ton-Pentre. Pontypridd. Pet. March 8. Ord. March 8.  
CROSSLAND, JOHN P., Wakefield. Wakefield. Pet. March 10. Ord. March 10.  
CUNDELL, JOHN, Cheltenham. Cheltenham. Pet. March 10. Ord. March 10.  
DAKWOOD, EDWARD, Fentia. Peterborough. Pet. March 11. Ord. March 11.  
DAVIS, BERT, Kettering. Northampton. Pet. March 9. Ord. March 9.  
DIMMER, A. R. V., Houghton-st., Kingsway. High Court. Pet. Jan. 16. Ord. March 3.  
ELMES, ORANGE, Alwinton, nr. Sherborne. Yeovil. Pet. Jan. 19. Ord. March 9.  
EMPSON, GEORGE, Royston, nr. Barnsley. Barnsley. Pet. March 10. Ord. March 10.  
EVANS, GEORGE H., Aberystwyth. Aberystwyth. Pet. March 9. Ord. March 9.  
HAINES, LEONARD G., Norwich. Norwich. Pet. March 10. Ord. March 10.  
HODSON, GEORGE T., Great Grimsby. Great Grimsby. Pet. March 11. Ord. March 11.  
HEDSWORTH, JOHN A., Bray. Windsor. Pet. Jan. 30. Ord. March 9.  
HOLLISHHEAD, CHARLES, Hillgate, Stockport. Stockport. Pet. March 10. Ord. March 10.  
HUGHES, WALTER A., Bury St. Edmunds. Bury St. Edmunds. Pet. March 9. Ord. March 9.  
JOYCE, CHARLES G., Ramsgate. Canterbury. Pet. March 10. Ord. March 10.  
LEDSOM, ISAAC, and WALKER, MAURICE, Great Grimsby. Great Grimsby. Pet. Feb. 25. Ord. March 9.  
LOND, CHARLES W., Great Grimsby. Great Grimsby. Pet. March 8. Ord. March 8.  
MACBEAN, LUDOVIC G., Hampstead. High Court. Pet. Feb. 7. Ord. March 8.  
MCQUIRE, MANSFIELD J., Waterbeach. Cambridge. Pet. March 9. Ord. March 9.  
MCFAVISH, ELEANOR, Pontypridd. Pontypridd. Pet. March 8. Ord. March 8.  
MORLEY, GEORGE S., Mildenhall, Suffolk. Bury St. Edmunds. Pet. March 9. Ord. March 9.  
PENNINGTON, Captain G. A., Clifford-st., Bond-st. High Court. Pet. Jan. 12. Ord. March 2.  
POTTER, RICHARD, Haydock. Warrington. Pet. March 10. Ord. March 10.  
PRICE, ALBERT T., Ross. Hereford. Pet. March 11. Ord. March 11.  
SEARLE, HOARE & Co., King William-st. High Court. Pet. Jan. 28. Ord. March 9.  
SKINNER, BRIERLEY & Co., Great James-st. High Court. Pet. Feb. 13. Ord. March 10.  
SPELLER, WILLIAM, Birmingham. Birmingham. Pet. Jan. 26. Ord. March 9.  
SPENCE, HARRY, Wrangle, Lincoln. Boston. Pet. March 10. Ord. March 10.  
STALLING, WILLIAM R., Stratford, Essex. High Court. Pet. Jan. 12. Ord. March 9.  
TESORIERE, JOSEPH J., Peckham. High Court. Pet. March 9. Ord. March 9.  
WAIN, THOMPSON N., Holbeach. King's Lynn. Pet. March 11. Ord. March 11.  
WALLIS, THOMAS, Balham. High Court. Pet. Feb. 10. Ord. March 10.  
WILSON, WALTER and WILSON, GEORGE W., Batley. Dewsbury. Pet. March 9. Ord. March 9.

Amended Notice substituted for that published in the  
London Gazette of Feb. 28, 1922.

OSBORNE, CLARENCE A., Norland-sq. W. High Court  
Pet. Jan. 23. Ord. Feb. 22.

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## London Gazette.—FRIDAY, March 17.

ASHWORTH, JAMES H., Nelson. Burnley. Pet. Feb. 22. Ord. March 13.  
 ASHWORTH, PERCY, Manchester. High Court. Pet. Feb. 10. Ord. March 14.  
 BALDREY, HENRY J., Woking. Guildford. Pet. Feb. 25. Ord. March 14.  
 BRADFORD, GEORGE W., Barnsley. Barnsley. Pet. March 14. Ord. March 14.  
 BROOKE, FLORENCE M., Jewin-crescent. High Court. Pet. March 14. Ord. March 14.  
 BYRTE, JOSEPH F., Streatham. High Court. Pet. March 13. Ord. March 13.  
 CHAPMAN, HERBERT H., Old Kent-rd. High Court. Pet. March 13. Ord. March 13.  
 COCKBURN, MARIA L., Brecon. Merthyr Tydfil. Pet. Jan. 18. Ord. March 15.  
 COOK, WILLIAM E., Gateshead. Newcastle-upon-Tyne. Pet. March 13. Ord. March 13.  
 COTTELL, JOHN, Eaglescliffe. Durham. Stockton-on-Tees. Pet. March 13. Ord. March 13.  
 DAVIES, JOHN, Wattstown, Glam. Pontypridd. Pet. March 14. Ord. March 14.  
 DUPONT, FRANCES E., Chelsea. High Court. Pet. Feb. 10. Ord. March 14.  
 ELVIN, LEONARD E., Lowestoft. Great Yarmouth. Pet. March 15. Ord. March 15.  
 EVANS, JOHN O., Carnarvon. Bangor. Pet. Feb. 27. Ord. March 14.  
 FORBES, ALEXANDER, Swansea. Swansea. Pet. March 3. Ord. March 15.  
 FROST, CHARLES E., Riddulph, Staffs. Macclesfield. Pet. March 13. Ord. March 16.  
 GILL, J. WITHERS, Finsbury-circus. High Court. Pet. Nov. 24. Ord. March 15.  
 GOSPOD, WILLIAM B., Goole. Wakefield. Pet. March 13. Ord. March 13.  
 HARTY, RICHARD J., Brighton. Brighton. Pet. Dec. 12. Ord. March 14.  
 HOLDSWORTH, CLARA, Knowle, Bristol. Bristol. Pet. March 13. Ord. March 13.  
 HOPKINS, JOHN H., Leicester. Leicester. Pet. March 13. Ord. March 13.  
 HORNBY, FRANK H., Wellingborough. Northampton. Pet. March 13. Ord. March 13.  
 JOLL, ROBERT F., Birmingham. Birmingham. Pet. March 14. Ord. March 14.  
 KAY, GEORGE, Colne. Burnley. Pet. Feb. 22. Ord. March 13.  
 LEADBEETER, ROBERT, High Wycombe. High Court. Pet. Feb. 21. Ord. March 15.  
 LEAVER, HARRY W., Burnley. Burnley. Pet. March 1. Ord. March 13.  
 LESTER, JOHN H., Fence Houses, Durham. Durham. Pet. March 11. Ord. March 11.  
 MANSELL, EDWARD G., Wadhurst. High Court. Pet. Feb. 20. Ord. March 15.  
 MILES, JOHN, Cwmpark, Treorchy. Pontypridd. Pet. March 15. Ord. March 15.  
 MOORE, ALFRED, Manchester. Manchester. Pet. Jan. 31. Ord. March 15.  
 MORGAN, DAVID T., Penybanc, Gorseion. Swansea. Pet. March 15. Ord. March 15.  
 MOWER, FRANK, Thetford. Norwich. Pet. March 14. Ord. March 15.  
 OLIVER, EDWIN A., Monkscaton. Durham. Pet. March 4. Ord. March 14.  
 OWEN, WILLIAM, Tyddesley. Bolton. Pet. March 13. Ord. March 13.  
 PAYNE, WILLIAM G., Ashbourne. Burton-on-Trent. Pet. March 13. Ord. March 13.  
 PICKERING, JOHN E., West Auckland. Durham. Pet. March 13. Ord. March 13.  
 RHODES, JOHN, Knottingley. Wakefield. Pet. March 15. Ord. March 15.  
 ROBERTSON, SYDNEY H., Bromley. Croydon. Pet. Oct. 24. Ord. March 14.  
 ROGERS, HAROLD B., Wolverhampton. Wolverhampton. Pet. March 13. Ord. March 13.  
 SUMMELL, ERNEST N., Wolverhampton. Wolverhampton. Pet. March 13. Ord. March 13.  
 STONE, FRANK, Croydon. Croydon. Pet. Feb. 14. Ord. March 14.  
 THOMAS, MARY J., Argood, Mon. Tredegar. Pet. March 15. Ord. March 15.  
 THOMPSON, GEORGE H., Thurlby. Nottingham. Pet. March 7. Ord. March 14.  
 TOWNEND, JOHN, Leeds. Leeds. Pet. March 13. Ord. March 13.  
 TURNER, FRANCIS, Mansfield. Nottingham. Pet. March 13. Ord. March 13.  
 WATSON, ROBERT, South Shields. Newcastle-upon-Tyne. Pet. March 13. Ord. March 13.  
 WILKINS, WILLIAM B., Ankerley. Croydon. Pet. Feb. 14. Ord. March 14.  
 WITHERS, FREDERICK, Rhymney. Tredegar. Pet. March 14. Ord. March 14.

## London Gazette.—TUESDAY, March 21.

BANKS, WILLIAM A., Walthamstow. High Court. Pet. Feb. 16. Ord. Mar. 17.  
 BLAKE, CHARLES E., Montford Bridge, Salop. Shrewsbury. Pet. Mar. 15. Ord. Mar. 15.  
 BRATT, ISAAC, Pengam. Merthyr Tydfil. Pet. Mar. 3. Ord. Mar. 17.  
 BURNS, JOHN H., Highley. Kidderminster. Pet. Mar. 2. Ord. Mar. 15.  
 CLARKE, PHILIP, Brighton. Brighton. Pet. Feb. 15. Ord. Mar. 17.  
 COHEN, MARKS, Sheffield. Sheffield. Pet. Mar. 16. Ord. Mar. 16.  
 COXON, JOHN H., Felton. Durham. Pet. Mar. 17. Ord. Mar. 17.  
 DAVIES & CO., Barry Dock. Cardiff. Pet. Dec. 23. Ord. Mar. 13.  
 DEVLIN, JAMES H., Leicester. Leicester. Pet. Mar. 18. Ord. Mar. 18.

EDENDEN, ALEC., Wye, Kent. Canterbury. Pet. Mar. 18. Ord. Mar. 18.  
 EDWIN PEAR & WALKER, Winchester. Winchester. Pet. Mar. 6. Ord. Mar. 16.  
 EVANS, NICHOLAS E., Macabury, near Oswestry. Wrexham. Pet. Feb. 28. Ord. Mar. 16.  
 FAIRBRASS, H., Southend-on-Sea. Chelmsford. Pet. Feb. 14. Ord. Mar. 16.  
 FELBERG, MORRIS, Providence-st., E. High Court. Pet. Feb. 17. Ord. Mar. 17.  
 GAUNT, FRANCIS, Middlesbrough. Middlesbrough. Pet. Mar. 17. Ord. Mar. 17.  
 GREYTON, JOSEPH, Burslem. Hanley. Pet. Mar. 16. Ord. Mar. 16.  
 HANPHAM, CHARLES S., Jacksdale. Derby. Pet. Mar. 16. Ord. Mar. 16.  
 HOWELLS, STANLEY, High Wycombe. Aylesbury. Pet. Mar. 18. Ord. Mar. 18.  
 HUMPHRIES, HARRY J., Oxford. Oxford. Pet. Feb. 18. Ord. Mar. 18.  
 KIERMAN, CECILIA S., and KIERMAN, ALEXANDER, Cardiff. Cardiff. Pet. Mar. 16. Ord. Mar. 16.  
 LEES, CLARA, Chesterfield. Chesterfield. Pet. Mar. 17. Ord. Mar. 17.  
 MCINTOCK, FRANK, Biggleswade. Bedford. Pet. Jan. 27. Ord. Mar. 17.  
 O'GRADY, GEORGE W., Kingston-upon-Hull. Kingston-upon-Hull. Pet. Mar. 16. Ord. Mar. 16.  
 PARKER, JOHN, Bury-st., St. James. High Court. Pet. Feb. 7. Ord. Mar. 16.  
 PATERSON, BENJAMIN, T. E., Kingsdown. Rochester. Pet. Mar. 15. Ord. Mar. 15.  
 PERKOFF, ISAAC, Cardiff. Cardiff. Pet. Mar. 6. Ord. Mar. 17.  
 PESSIER, HENRY J. G., Dover. Kidderminster. Pet. Mar. 2. Ord. Mar. 15.  
 PHILLIPS, FREDERICK, Sale. Manchester. Pet. Feb. 14. Ord. Mar. 16.  
 PLANT, JAMES H., Scropton. Burton-on-Trent. Pet. Mar. 17. Ord. Mar. 17.  
 POOLE, RICHARD, Upper Tulse-hill. High Court. Pet. Nov. 4. Ord. Mar. 16.  
 PORTER, ALFRED, Holborn, W.C. High Court. Pet. Mar. 16. Ord. Mar. 17.  
 PRINGLE, JOHN, Felton. Newcastle-upon-Tyne. Pet. Feb. 27. Ord. Mar. 16.  
 PRINS, NATHAN, Dalston. High Court. Pet. Feb. 1. Ord. Mar. 16.  
 PYLE, WILLIAM H., Ottery Saint Mary. Exeter. Pet. Mar. 17. Ord. Mar. 17.  
 RAWLINGS, ALFRED H., Greenwich. Greenwich. Pet. Mar. 16. Ord. Mar. 16.  
 RILEY, GEORGE, Hipperholme. Halifax. Pet. Mar. 16. Ord. Mar. 16.  
 ROGERS, FREDERICK G., Blanford-news, Baker-st. High Court. Pet. Mar. 16. Ord. Mar. 16.  
 SAUNDERS, JAMES, Battersea. High Court. Pet. Feb. 10. Ord. Mar. 10.  
 SHARPE, HARRY M., Brighton. Brighton. Pet. Feb. 14. Ord. Mar. 17.  
 SLATER, JOHN, Preston. Preston. Pet. Mar. 15. Ord. Mar. 15.  
 SMITH, JOHN, Handsworth. Birmingham. Pet. Mar. 16. Ord. Mar. 16.  
 SMITH, V. G., Bishopsgate. High Court. Pet. Jan. 2. Ord. Mar. 16.  
 STEELE, LESLIE, Sevenoaks. Tunbridge Wells. Pet. Mar. 16. Ord. Mar. 16.  
 STONE, ISAAC, Llanhilleth. Newport (Mon). Pet. Mar. 16. Ord. Mar. 16.  
 TITMAS, FREDERICK, North Crawley. Northampton. Pet. Feb. 23. Ord. Mar. 17.  
 WAITE, HOWARD T., Over Peover, Cheshire. Nantwich. Pet. Mar. 1. Ord. Mar. 17.  
 WAKEHAM, JOHN H., Cardiff. Pontypridd. Pet. Mar. 16. Ord. Mar. 16.  
 WIENHOLT, FREDERICK E., Brighton. Brighton. Pet. Feb. 25. Ord. Mar. 17.  
 WILCOCKSON, EDWARD, Sheffield. Sheffield. Pet. Mar. 16. Ord. Mar. 16.  
 WORSLEY, FREDERICK J., Northwich. Nantwich. Pet. Mar. 16. Ord. Mar. 16.  
 YOUNG, ALBERT, Notting-hill. High Court. Pet. Feb. 9. Ord. Mar. 16.

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